MRD 9-14-99

FORM PTO-1595

(Rev 5-99)

S&H 8/94

09-27-1999

101155478

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

(Group A)

Manohar S. VAIDYA Rajesh ALLA Ashok K. REDDY Sree RAM Murthy AYYALA Richa GUPTA Alok KAUSHAL J.S.J.L.K. VERMA Prasad UNDAVALLI Kondal Rao NALLAJERLA Sivaramayya BONAJIRI

Krishna Mohan SISTLA Amba Prasad G. Biswajit Sundar RAY Raghuram GOVIND Janaki Rama RAJU K. Veerabhadra RAO S.D.V. RAVI Ram Kumar M.K. Surya Sekhar VELPURI Bhanumurthy NALLAGONDA



(Group B)

Simon James JOYCE Prafulla C. GUPTA Satyam Enterprise Solutions Limited (a company of India)

T

2. Name and address of receiving party(ies):

 (Receiving Party from Conveying Parties of Group A)
 Satyam Enterprise Solutions Limited Mayfair Center, Sardar Patel Road
 Secunderabad 500 003, India
 (Receiving Party from Conveying Parties of Group B))
 In Touch Technologies Limited (a company of British Virgin Islands)
 5105 Chevy Chase Parkway, N.W. Washington, D.C. 20008, USA

3. Nature of conveyance:

 X
 Assignment
 Merger

 Security Agreement
 Change of Name

 Other:
 Other

Execution Date(s): July 7, 1999, July 7, 199

- 4. Application number(s) or patent number(s):
 - This document is being filed together with a new application:
 - (a) The filing date of the application is: September 14, 1999
 - (b) The title is: <u>TELEPHONY PLATFORM AND METHOD FOR PROVIDING ENHANCED</u> <u>COMMUNICATION SERVICES</u> *** OR ***

This document is being filed after filing of the application:

- (a) Patent Application No(s). ___, filed __; or
- (b) Patent No(s). _____, issued _____

5. Name and address of party to whom correspondence concerning document should be mailed:

> STAAS & HALSEY LLP Attention: David M. Pitcher

Our Docket: 1444.1001/DMP

700 Eleventh Street, N.W. Suite 500 Washington, D.C. 20001

- 6. Total number of applications and patents involved: _____
- Total fee (37 CFR 3.41)..... \$ 40.00 7. <u>X</u> Enclosed Authorized to be charged to deposit account.
- Deposit Account No.: 19-3935 (Any underpayment is authorized to be charged to this Deposit Account) 8. (Attach duplicate copy of this page if paying by deposit account)
- 9. Statement and signature.
 - To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David M. Pitcher, Registration No. 25,908 Name of Person Signing

September 14, 1999 Signature Date

Total number of pages including cover sheet: <u>136</u>

DO NOT USE THIS SPACE

I, Manohar S. Vaidya, of 797-MIG BHEL, Ramchandrapuram, Hyderabad - 500 032, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) to reproduce the Software in any material form, including the storing of the Software in any medium by electronic means;
- (ii) to issue copies of the Software to the pubic;
- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims. I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By:

Manohar S. Vaidya

#54500.01

I, Manole CS. Vaidya, of 797-MIG BHEL, Ramchandrapuram, Hyderabad - 500 032, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter refered to as "assignee") as a software engineer. One of my duties towards the assignee, my encloser, includes the development of software.

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Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives. The owner in perpetuity, to endure from now until the end of time, of all worldwide right. The and interest in and to the Software and the Intellectual Property Rights in and to the Software librarial executable programs and algorithms, binary form mediums, dynamic linked lists (DLies), the profit data files, software tools, and all documentation thereto, and any mask work. For for the Software, (2) all copyright in and to the Software in all media now known or developed in the future. (3) all copyright applications and registrations and the right to seek and hold contributions.

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For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. I assign and transfer unto the assignee, its successors, assigns and legal representatives, is perpetuity, to endure from now until the end of time, the full and exclusive right, title and is terest to any and all inventions relating to the Software, being useful, novel, unobvious and/o: taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or invwhere in the world, all subject matter invented by me and disclosed in the provisional apple ation for Letters Patent of the United States, and in and to the provisional application and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose dety it is to issue copyright registrations, patents, trademark registrations or legal equivalents there is to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further povenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foldign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the covnership of these patent claims.

I hereby copresent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Asso ament shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: Masi Manohar S. Vaidya

#54496.01

I. Rajesh Mla, of 94A, Sai Nagar, Near Vanasthalipuram, Hyderabad - 500 082, India, am in full time - inployment of Satyam Enterprise Solutions Limited, a company registered in India, with an a dress at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter refer ed to as "assignee") as a software engineer. One of my duties towards the assignee, my enquoyer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software) are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled & PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONCE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By virtue of the first the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the using of any of the following acts in respect of the software or any substantial part thereof:

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- (v) to use the any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to see or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives. If the owner in perpetuity, to endure from now until the end of time, of all worldwide right fille and interest in and to the Software and the Intellectual Property Rights in and to the Software bitable is executible programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask world all or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold convergibility or registration or registrations and comparable rights in all countries.

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable whits in all countries throughout the world, and the goodwill appertaining to the trademarks and trade secrets in the Software.

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Date: _ 7/7/99_

By: Rajesh Alla

#54496.01

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registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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Date: 7/7/99

By: Rajesh Alla

#54500.01

I, Ashok ... Reddy, of 1. Sanali Residency, Raj Bhavan Road, Hyderabad - 500 082, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my can toyer, includes the development of software.

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I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor includes or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

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Date: 7/7/99

Ashok K. Reddy

#54496.01

I, Ashok K. Reddy, of 1, Sanali Residency, Raj Bhavan Road, Hyderabad - 500 082, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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Date: 7/7/99

Ashok K. Reddy

#54500.01

3

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Date: 7/7/99

By: Sree Jeane mutty A Sree Ram Murthy Ayyala

#54496.01

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Date: 7/7/99

By: Sree Ram Murthy A Sree Ram Murthy Ayyala

#54500.01

I, Richa Gupta, of Flat No. 104 Lumbini Classis Apartments, H. No. 6-3-1099/9, Raj Bhavan Rd., Hyderabad 500 082. India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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Date: 7/7/99

By: file Cuft Richa Gupta

#54496.01

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Date: 7/7/99

By: Lile Left

#54500.01

I, Alon Kaushal, of sat No. 106, Park View Residency, Rajiv Nagar, Behind AG Colony, Hyderabad - 500 045. India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India discretinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on september 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled & PREPAGE TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL MOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service. I meknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) to reproduce the body are in any material form, including the storing of the Software in any medium by electronic means;
- (ii) to issue copies of the Software to the pubic;
- (iii) to perform the Bofeware in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any transiation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or are, or offer for sale or hire any copy of the Software, regardless of whether such every has been sold or given on hire on earlier occasions.

Furthermore, I torknowledge that the assignee, its successors, assigns and legal representatives is the owner is perpetuity, to endure from now until the end of time, of all worldwide right, title and late est in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraties, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic resourch data files, software tools, and all documentation thereto, and any mask works of or for the Software. (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright respondence or registrations and comparable rights in all countries

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the second, including any continuation, division, continuation in part, reexamination, renewal, substante, extension or reissue thereof or any legal equivalent thereof in a foreign country for the tail term or terms for which the same may be granted, (5) all trademark applications and registrations a connection therewith, the right to seek trademark registrations and comparable rights in ad countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. I assign and transfer unto the assignee, its successors, assigns and legal representatives in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking and interest to any and all patents which may be granted therefor in the entire right, the and interest on and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all convention and Treaty rights of all kinds, in all countries throughout the world, for all subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Crademarks of the United States and any officials of any foreign country whose duty it is a last of opyright registrations, patents, trademark registrations or legal equivalents thereto to issue the barne for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal maintain, secure, and enforce the applications, registrations, Letters Patent and legal maintain foreign countries which may be necessary or desirable to carry out the purposes theorem. All costs/expenses on this account will be borne by assignee. In case I incur and expenditor on this account, the same shall be reimbursed by assignee.

This assignment as for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners: that the Software does not contain any libelous material or injurious instructions; and that the software does not infringe any trade name, trademark, trade secret, or copyright, not invades of checkers any right of privacy, personal or proprietary right, or other common law of statutory with:

This A signment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: <u>Jacustus</u> Alok Kaushal

#54496.01

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registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and comparable rights in all countries throughout the world, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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Date: _7/7/99____

Jawhal By:

Alok Kausha

#54500.01

I, J. S.J.L.K. Verma, of c/o CHV Rama Raju, Plot No. 36, Aditya Nilayam, Kamala Ngr., V. Puram, Hyderabad - 500 070, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Sepunderabad 200 603, India (hereinafter referred to as "assignee") as a software engineer. One of my distant ovards the assignee, my employer, includes the development of software.

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Date: 7/7/99

By: OPAmer. J. L. J. S. K J. S.J.L.K. Verma

#54496.01

l, J S.J.L.K. Verma, of c/o CHV Rama Raju, Plot No. 36, Aditya Nilayam, Kamala Ngr., V. Puram, Hyderabad - 500 070, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and comparable rights in all countries throughout the world, the world, and the goodwill appertaining to the trademarks and (6) all trade scorets in the Software.

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Date: 7/1/99

By: Olyna, J.L.J.S.K. ISILK Verma

#54500.01

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Prasad Undavalli

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I, Prasad Undavalli, of c/o P. Nageswar Rao, 208, Sonali Heavens, Ameerpet, Hyderabad - 500 016, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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- (i) to reproduce the Software in any material form, including the storing of the Software in any medium by electronic means;
- (ii) to issue copies of the Software to the pubic;
- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the fuli term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 1 assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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Date: $\frac{7}{7}/99$

By: _____foral

Prasad Undavalli

#54500.01

I, Kondal Rao Natiajeth: of 12-13-477, St. No. 1, Flat No. 103, D.S. Enclave, Tarnaka, , Secunderabad - 500 01%. India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered is India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, in the the einafter referred to as "assignee") as a software engineer. One of my duties towards the datagare, my employer, includes the development of software.

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I wither authors and quest the Register of Copyrights of the United States and the Commissioner of Patenas and a idemarks of the United States and any officials of any foreign country wasse duty it is a loss copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the scane for or in connection with the Software to assignee, its lawful successors and assigns.

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3

Date: 7/7/99

By: Kondal Rao Nallajerla

#54496.01

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Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future. (3) all copyright applications and registrations and the right to seek and hold copyright

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For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

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I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

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Date: 7/7/99

By: Kondal Rao Nallajerla

#54500.01

I. Sivaramayya B. 1961 of Plot No. 50, Ramachandrayya Colony, West Venkatapuram, Secunderabad - 500 0155 and an in full time employment of Satyam Enterprise Solutions Limited, company regulation India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India and einafter referred to as "assignee") as a software engineer. One of my dudes towards the calleder, my employer, includes the development of software.

I, at the course of my caployment with the assignee under a contract of service, have developed and invented entries . w and useful improvements in the nature of computer software for which representative of the source codes thereof (hereinafter collectively referred to and described in a provisional application for a United States as the "Software") are in Patent the was filed or the er 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled A PREPAGE .EPHONY NETWORK SOLUTION SYSTEM WITH AN OPTION & NOVEL WARREN NG PLATFORM HAVING A SEPARATE INTERACTIVE VOICE LESPONSE SYSTEM D 0 (hereinafter referred to as "the provisional application"). By re was developed in the course of the assignee's employment virtue of the fact that the coffee nowledge that the assignee is the first owner of all rights, title under a contract of service and a hts in the Software. The assignee has the exclusive right to do and interest in and to the copy is the following acts in respect of the software or any substantial or authorize the doing of survey part there f:

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Date: 7/7/99

By: By: By: Sivaramayya Bonajiri

#54496.01

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Date: 7/7/99

Stakamay By:

Sivaramayya Bonajiri

#54500.01

I. Krishna Molatic active of H. No. 8-3-988/40, SBH Colony, Sri Nagar Colony, 873, India, am in full time employment of Satyam Enterprise Yellared a gulla, Hyder than a f gistered in India, with an address at 'Mayfair Center' Sardar Solutions dimited, a contrast of Patel Roud, Secunderatias 500 03, India (hereinafter referred to as "assignee") as a software engineer One of my doubs and vards the assignee, my employer, includes the development of software

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- (to make any characteristic graphic film or sound recording in respect of the Software;
- (a) to make any a molta on or adaptation of the Software;
- a translation or an adaptation of the Software, any of the acts (ver to do, in relation to specified in the court of the Software in clauses (i) to (vi); or,
- , or offer for sale or hire any copy of the Software, regardless $(x \rightarrow z)$ sell or z. has been sold or given on hire on earlier occasions. o whether sea

representatives, is the maximum worldwide right, title and add and to the Software, inclusion software libraries, executed a lists (DLLS), electronic and the mask works of or for the known of tereloped in seek and tole copyright

Furthermore, I received edge that the assignee, its successors, assigns and legal perpetuity, to endure from now until the end of time, of all t in and to the Software and the Intellectual Property Rights in vithout limitation (1) all computer code, including object code, ograms and algorithms, binary form mediums, dynamic linked lata files, software tools, and all documentation thereto, and any are, (2) all copyright in and to the Software in all media now (3) all copyright applications and registrations and the right to on or registrations and comparable rights in all countries

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to over the patent apprentions and Letters Patent or similar legal protection for the Software in all construes throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the teleter of or terms for which the same may be granted, (5) all trademark applications and registrations connection therewith, the right to seek trademark registrations and comparable rights in which the world, and the goodwill appertaining to the trademarity and (6) all trademarks in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge i. I assign and consfer unto the assignee, its successors, assigns and legal representatives in perpetation – endure from now until the end of time, the full and exclusive right, tite and interest a may rid all inventions relating to the Software, being useful, novel, unobviot – at d/or taking as the intive step in the United States and throughout the world, the entire right, the and interaction and to any and all patents which may be granted therefor in the United States or anywhere satilate world, all subject matter invented by me and disclosed in the provisional application for electers Patent of the United States, and in and to the provisional application and all convention and Treaty rights of all kinds, in all countries throughout the world, for the store subject matter.

I surface authorize and equest the Register of Copyrights of the United States and the Commission a of Patents and audemarks of the United States and any officials of any foreign country also a duty it is the total copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that to will, upon the assignee's request, provide assignee with all pertinent facts and documents is belating to the applications, registrations, Letters Patent and legal equivalents in foreign coefficients may be known and accessible to me and will testify as to the same in any interference of lifection related thereto and will promptly execute, sign and deliver to assignee on its legal to the tative any and all papers, documents, instruments or affidavits required to apply for, use the distance of its such and enforce the applications, registrations, Letters Patent and legal to the distance of the foreign countries which may be necessary or desirable to carry out the purposes through all costs/expenses on this account will be borne by assignee. In case I in archive expendent to the distance of the same shall be reimbursed by assignee.

This assignment is not all past and future rights, including the right to seek patent protection for the Software to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownersthat fitures patent claims.

I hereby represent and marrant that the Software is original except for material in the public domain and such a from other works may be included with the written permission of the convirable owner a set of software does not contain any libelous material or injurious instructions; and that the many e does not infringe any trade name, trademark, trade secret, or copyright. new invades of observes any right of privacy, personal or proprietary right, or other common law or statutor and a

This ssignment is that lapse if the rights assigned to the assignee are not exercised within a period of one year them the effective date of this Assignment. I acknowledge that no royalties shall be payable to use now or any time in the future. This Assignment and the relationship of the participate be governed by the laws of New York, without reference to conflicts of the principate

3

Date: 7/7/99

By: <u>S. Krishna Mohan</u> Krishna Mohan Sistla

#54496.01

I, Krishna Mohan Sistla, of H. No. 8-3-988/40, SBH Colony, Sri Nagar Colony, Yellareddyguda, Hyderabad 500 873, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) to reproduce the Software in any material form, including the storing of the Software in any medium by electronic means;
- (ii) to issue copies of the Software to the pubic;
- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (viated sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore. 1 acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the boftware, (2) all copyright in and to the Software in all media now known or developed in the future (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application and all Letters Patent of the United States, and in and to the provisional application and all world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: <u>S. Kriena mohan</u> Krishna Mohan Sistla

#54500.01

I, an a Prasad and at No. 304, Durga Elite, 1-10 50/1, Chikoti Gardens, Begumpet, Hyderabad - 00 016, Inderstant in full time employment of Satyam Enterprise Solutions Limited, a company registered on the a, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabat 500 003, he are reinafter referred to as "assignee") as a software engineer. One of my duties lowards the angence, my employer, includes the development of software.

I, in the course of the imployment with the assignee under a contract of service, have developed and invented to the new and useful improvements in the nature of computer software for which representative particles of the source codes thereof (hereinafter collectively referred to as the "Software") are the order and described in a provisional application for a United States Patent that was filed on the other 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled Λ PREIMENT ELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL HOVEL MARK HING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEMA 2.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the back vare was developed in the course of the assignee's employment under a contract of service the knowledge that the assignee is the first owner of all rights, title and interest in and to the the version of the following acts in respect of the software or any substantial part thereof:

- (i) teproduct tware in any material form, including the storing of the Software ectronic means;
- (ii) to issue copies and Software to the pubic;
- (iii) to perform the local are in public or communicate it to the public;
- (iv) to make any the theory of the sound recording in respect of the Software;
- (v) to make any manther on or adaptation of the Software;
- (vi to do, in relation to a translation or an adaptation of the Software, any of the acts succified in to do to the Software in clauses (i) to (vi); or,
- (vible sell or give the re, or offer for sale or hire any copy of the Software, regardless (a) whether solution is has been sold or given on hire on earlier occasions.

Furthermore, 1 the data fledge that the assignee, its successors, assigns and legal representatively, is the object in perpetuity, to endure from now until the end of time, of all worldwide right, title a constraint st in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software liberries, executable rograms and algorithms, binary form mediums, dynamic linked lists (DLL:), dectronic sector data files, software tools, and all documentation thereto, and any mask works of or for above of vare, (2) all copyright in and to the Software in all media now known or leveloped in the time, (3) all copyright applications and registrations and the right to seek and bole copyright is not registrations and comparable rights in all countries

throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent appendations and Letters Patent or similar legal protection for the Software in all countries through a more world, including any continuation, division, continuation in part, reexaminations renewal second site, extension or reissue thereof or any legal equivalent thereof in a foreign country for the other more terms for which the same may be granted, (5) all trademark applications and registration connection therewith, the right to seek trademark registrations and comparable rights in curve untries throughout the world, and the goodwill appertaining to the trademarks and (6) all tradescenets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. I assign and aransfer unto the assignee, its successors, assigns and legal representatived in perpetric to endure from now until the end of time, the full and exclusive right, title and interest document and all inventions relating to the Software, being useful, novel, unobvious to dor taking document entive step in the United States and throughout the world, the entire right, the and interest document and to any and all patents which may be granted therefor in the United State, or anywhich the second entire relation for additionable world, all subject matter invented by me and disclosed in the provisional application for additional and all convention and Treaty rights of all kinds, in all countries throughout the world, for eact th subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Frademarks of the United States and any officials of any foreign country who a duty it is a second copyright registrations, patents, trademark registrations or legal equivalent at areto to iscale and for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign contrained as may be known and accessible to me and will testify as to the same in any atterference and automore the application related thereto and will promptly execute, sign and deliver to assignee at its legal experimentative any and all papers, documents, instruments or affidavits required to apply for, contract maintain, secure, issue and enforce the applications, registrations, Letters Pater and legal antain, secure, issue and enforce the applications, registrations, carry out the purposes to an All costs/expenses on this account will be borne by assignee. In case I incurs any expendence as his account, the same shall be reimbursed by assignee.

This assignment a contail past and future rights, including the right to seek patent protection for the Softward, to enforce pending claims and U.S. patent claims against infringers and to receive past, prescuence future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

I hereby represent and warrant that the Software is original except for material in the public domain and such entropy is from other works may be included with the written permission of the coparacht owner a main are Software does not contain any libelous material or injurious instructions, and that the second red does not infrange any trade name, trademark, trade secret, or copyright, the invades the last any right of privacy, personal or proprietary right, or other common lass of statutory

This assignment shell not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties show be payable to the now or any time in the future. This Assignment and the relationship of the partles state be governed by the laws of New York, without reference to conflicts of how principlet.

Date: 7/7/99

By: <u>A. Himban porsund</u> Amba Prasad G.

#54496.01

I. Amba Prasad G., of Flat No. 304, Durga Elite, 1-10 50/1, Chikoti Gardens, Begumpet, Hyderabad - 500 016, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) to reproduce the Software in any material form, including the storing of the Software in any medium by electronic means;
- (ii) to issue copies of the Software to the pubic;
- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (verto seil or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, 1 acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future (3) all copyright applications and registrations and the right to seek and hold copyright
registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all convention and Treaty rights of all kinds, in all countries throughout the world, for all subject matter.

It other authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: Amber proved

#54500.01

I, Le scajit	Suncess of Flat No	o. 76, Bharani Com	plex, Block-P, M	finister Road,
Secunderal Ind	dia, and the empl	loyment of Satyam I	Enterprise Solutio	ns Limited, a
com pany later	ed in with an a	address at 'Mayfair	Center' Sardar	Patel Road,
Secunderal 500	003	ferred to as "assignee	") as a software er	ngineer. One
of my dutic powards the realized my employer, includes the development of software.				

I, it has course of any imployment with the assignee under a contract of service, have developed and invented models new and useful improvements in the nature of computer software for which representative be deals of the source codes thereof (hereinafter collectively referred to as the "Sofescure") are descented and described in a provisional application for a United States Patent that was filed on the above of 15, 1998 as Provisional Application Serial No. 60/100,440 ELEPHONY NETWORK SOLUTION SYSTEM WITH AN and entitle V PREP VI HNG PLATFORM HAVING A SEPARATE INTERACTIVE **OPTIONA** COVEL 2.0 (hereinafter referred to as "the provisional application"). By VOICE RIME ONSE SYMMETRY virtue of the met that the set ware was developed in the course of the assignee's employment cknowledge that the assignee is the first owner of all rights, title under a comment of services c and to the converghts in the Software. The assignee has the exclusive right to do and interes the following acts in respect of the software or any substantial he doing or authorizpart thereo.

- (i) reproduct tware in any material form, including the storing of the Software entry medical extronic means;
- (ii) a sue cop. Software to the pubic;

(iii) perform a are in public or communicate it to the public;

- (iv) make any operaphic film or sound recording in respect of the Software;
- (v) = make any domain on or adaptation of the Software;
- (vi) Jo, in retained to a translation or an adaptation of the Software, any of the acts weified in the late to the Software in clauses (i) to (vi); or,
- (vii as sell or given a sure, or offer for sale or hire any copy of the Software, regardless whether sure, v has been sold or given on hire on earlier occasions.

dedge that the assignee, its successors, assigns and legal Fur more, 1 perpetuity, to endure from now until the end of time, of all representat is the st in and to the Software and the Intellectual Property Rights in worldwide in title a vithout limitation (1) all computer code, including object code, liware, ii. and to the rograms and algorithms, binary form mediums, dynamic linked software liaries, exection of effectronic method data files, software tools, and all documentation thereto, and any lists (DLL: vare, (2) all copyright in and to the Software in all media now for for mask work c_{1} (3) all copyright applications and registrations and the right to coped in 1. known or c ion or registrations and comparable rights in all countries seek and here copyright

throughout the world, (4) the lowentions pertaining thereto and the right to seek patent protection and to own an patent applications and Letters Patent or similar legal protection for the Software in all countries through the world, including any continuation, division, continuation in part, renewal te, extension or reissue thereof or any legal equivalent thereof in reexaminat a) or terms for which the same may be granted, (5) all trademark a foreign c. stry for the 11 application connection therewith, the right to seek trademark registrations ad registrate intries throughout the world, and the goodwill appertaining to the and compaac rights i al (6) all trade or cets in the Software. trademarks

For od and valuable consideration, the receipt and sufficiency of which are hereby acknowledge in I assign and transfer unto the assignee, its successors, assigns and legal representat st, in perpettion b endure from now until the end of time, the full and exclusive right, title 1 interest and all inventions relating to the Software, being useful, novel, cative step in the United States and throughout the world, the unobvious for takin. and to any and all patents which may be granted therefor in the entire righ: the and interor anywhere so he world, all subject matter invented by me and disclosed in the United State oplication be observed as a patent of the United States, and in and to the provisional provisional application and all Letters flatest and all convention and Treaty rights of all kinds, in all countries throughout the world, for the such subject matter.

I further authorize to a request the Register of Copyrights of the United States and the Commissional of Patents and frademarks of the United States and any officials of any foreign country where duty it has a set of copyright registrations, patents, trademark registrations or legal equivalents correct to income for or in connection with the Software to assignee, its lawful successors classigns.

per covenant that is will, upon the assignee's request, provide assignee with all I ft pertinent facts and docum mass elating to the applications, registrations, Letters Patent and legal a foreign constant as may be known and accessible to me and will testify as to the equivalent: eterference - ¹0 ation related thereto and will promptly execute, sign and deliver same in an matative any and all papers, documents, instruments or affidavits to assigned c its legal manner oply for, one a mintain, secure, issue and enforce the applications, registrations, required to and legal states in foreign countries which may be necessary or desirable to Letters Pat Mirposes II C All costs/expenses on this account will be borne by assignee. In carry out t case 1 incu wexpend this account, the same shall be reimbursed by assignee.

This assignment is seen all past and future rights, including the right to seek patent protection to the Software, or enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownershaped space patent claims. I here by represent that warrant that the Software is original except for material in the public domain and such encouples from other works may be included with the written permission of the copy ght owner a dot the Software does not contain any libelous material or injurious instruction and that the the second are does not infringe any trade name, trademark, trade secret, or copyright, a invades at the second are any right of privacy, personal or proprietary right, or other common labor statutory and

This assignment stand not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties stand be payable to me now or any time in the future. This Assignment and the relationship of the particle and be governed by the laws of New York, without reference to conflicts of a w principles.

Date: <u>7/7/99</u>

By: Biswajit Sundar Ray

#54496.01

I, diswajit Sundar Ray, of Flat No. 76, Bharani Complex, Block-P, Minister Road, Secunderabad, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was field on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPARD TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) to reproduce the Software in any material form, including the storing of the Software in any medium by electronic means;
- (ii) to issue copies of the Software to the pubic;
- (ii), to perform the Software in public or communicate it to the public;
- (ive to make any cinematographic film or sound recording in respect of the Software;
- (\mathbf{v}) to make any translation or adaptation of the Software;
- (vit to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vib to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic (escarch data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future. 3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all convention and Treaty rights of all kinds, in all countries throughout the world, for all subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditue on this account, the same shall be reimbursed by assignee.

That assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades of coolates any right of privacy, personal or proprietary right, or other common law or statutory resht.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: Biswajit Sundar Ray

#54500.01

I, 1: huram Gozdenica 2-2-1137, New Nallakunta, Hyderabad - 500 044, India, am in full time construction of Enterprise Solutions Limited, a company registered in India, with an addouse at 'Mayodon's durr' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to consistence) of tware engineer. One of my duties towards the assignee, my employer, control to the decomponent of software.

he course of any employment with the assignee under a contract of service, have I. i. Einvented contain new and useful improvements in the nature of computer software developed resentative concerns of the source codes thereof (hereinafter collectively referred to for which : are") are described in a provisional application for a United States as the "So. as filed on Succeeder 15, 1998 as Provisional Application Serial No. 60/100,440 Patent that A PRE 1 EEPHONY NETWORK SOLUTION SYSTEM WITH AN and entitle NOVEL AND HING PLATFORM HAVING A SEPARATE INTERACTIVE **OPTIONA** GNSE STATE 4 100 (hereinafter referred to as "the provisional application"). By VOICE RE fact that act is one was developed in the course of the assignee's employment virtue of 1 ic) of service it showledge that the assignee is the first owner of all rights, title under a ce and to the complicates in the Software. The assignee has the exclusive right to do and interes ne doing offer a different following acts in respect of the software or any substantial or authoriz part theree

- (i) reproduce a balance in any material form, including the storing of the Software any medicate sectronic means;
- (ii) issue coper Software to the pubic;
- (iii) perform the use store in public or communicate it to the public;
- (iv) nake and to the angraphic film or cound recording in respect of the Software;
- (v) make any search contor adaptation of the Software;
- (vi) do, in retailance a translation or an adaptation of the Software, any of the acts ecified in revolution to the Software in clauses (i) to (vi); or,
- (vit a self or give or have, or offer for sale or hire any copy of the Software, regardless whether sale, court has been sold or given on hire on earlier occasions.

chaore, the and ge that the assignee, its successors, assigns and legal Fur perpetuity, to endure from now until the end of time, of all s, is the m representa: In title a constant in and to the Software and the Intellectual Property Rights in worldwide favare, including object code, including object code, and to the ries, execute 2 rograms and algorithms, binary form mediums, dynamic linked software 1 electronic scale real data files, software tools, and all documentation thereto, and any lists (DLL. of or for the observe, (2) all copyright in and to the Software in all media now mask work sloped in the state (3) all copyright applications and registrations and the right to known or + copyright of the don or registrations and comparable rights in all countries seek and have

e world, (4) the inventions pertaining thereto and the right to seek patent protection throughout il patent applications and Letters Patent or similar legal protection for the Software and to own 's throughout the world, including any continuation, division, continuation in part, in all cours conewal, substitute, extension or reissue thereof or any legal equivalent thereof in reexamina at a for the full to m or terms for which the same may be granted, (5) all trademark a foreign c connection therewith, the right to seek trademark registrations application nd registrations. te rights in air committee throughout the world, and the goodwill appertaining to the and compad (6) all trade seclets in the Software. trademarks

not and valuable consideration, the receipt and sufficiency of which are hereby For t, I assign and transfer unto the assignee, its successors, assigns and legal acknowled; s, in perpetuity, so endure from now until the end of time, the full and exclusive representat Enterest to any and all inventions relating to the Software, being useful, novel, right. title Hor taking an in entive step in the United States and throughout the world, the unobvious the and interest is and to any and all patents which may be granted therefor in the entire righ or anywhere in the world, all subject matter invented by me and disclosed in the United Sta oplication for Letters Patent of the United States, and in and to the provisional provisional d all Letters Patera and all convention and Treaty rights of all kinds, in all countries **application** throughout e world, for all such subject matter.

I fuster authorize and request the Register of Copyrights of the United States and the Commission of Patents and rademarks of the United States and any officials of any foreign country with a duty it in to issue copyright registrations, patents, trademark registrations or legal equivalent: a state the same for or in connection with the Software to assigned, its lawful successors transigns.

er coventant that i will, upon the assignee's request, provide assignee with all I fi and documents relating to the applications, registrations, Letters Patent and legal pertinent f foreign countrie: as may be known and accessible to me and will testify as to the equivalents iterference or literation related thereto and will promptly execute, sign and deliver same in an hs legal representative any and all papers, documents, instruments or affidavits to assigned required to ply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Par and legal equivalents in foreign countries which may be necessary or desirable to purposes the coff. All costs/expenses on this account will be borne by assignee. In carry out t wexpendious on this account, the same shall be reimbursed by assignee. case I incu

The issignment is for all past and future rights, including the right to seek patent protection the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims. I he by represent and warrant that the Software is original except for material in the public domestation of the copy of which we show the software does not contain any libelous material or injurious instructions and that the Software does not infringe any trade name, trademark, trade secret, or copyright, invades or biolates any right of privacy, personal or proprietary right, or other common labor statutory right.

The distignment shall not lapse if the rights assigned to the assignee are not exercised within a part dist one year from the effective date of this Assignment. I acknowledge that no royalties so the payable to rate now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of a principles.

3

Date: 7/7/99_

By: Raghu Ran Grovinde chungula Raghuram Govind

#54496.01

I, i schuram Govind, of 2-2-1137, New Nallakunta, Hyderabad - 500 044, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at Hayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assigned") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was fixed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPA TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 10 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) to reproduce the Software in any material form, including the storing of the Software in any medium by electronic means;
- (ii = 0 issue copies of the Software to the pubic;
- (iii) perform the Software in public or communicate it to the public;
- (iv make any cinematographic film or sound recording in respect of the Software;
- (v) = 0 make any translation or adaptation of the Software;
- (vi to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vie to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, endecutable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future. (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and incerest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalent, thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. This account, the same shall be reimbursed by assignee.

The assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright express; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

3

Date: 7/7/99

By: Reghy Ran Grovinda chayling Raghuram Govind

#54500.01

I, J. Jki Rama Raju, of c/o I.S.N. Raju . 47-B, Vengala Rao Nagar Cly, Hyderabad - 500 038, 1. Ja, am in full time employment of Satyam Enterprise Solutions Limited, a company registered Jacka, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India Archafter referred to as "assignee") as a software engineer. One of my duties towards the signee, my employer, includes the development of software.

he course of my employment with the assignee under a contract of service, have 1, 1 invented certain new and useful improvements in the nature of computer software developed ... resentative portions of the source codes thereof (hereinafter collectively referred to for which as the "Soare") are disclosed and described in a provisional application for a United States is filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 Patent that A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN and entitle NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE **OPTIONA**. ONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By VOICE R. fact that the software was developed in the course of the assignee's employment virtue of a ict of service, I acknowledge that the assignee is the first owner of all rights, title under a co. and to the copyrights in the Software. The assignee has the exclusive right to do and interes the doing of any of the following acts in respect of the software or any substantial or authoric part thereo

- (i) reproduce the Software in any material form, including the storing of the Software any medium by electronic means;
- (ii) issue copies of the Software to the pubic;
- (iii perform the Software in public or communicate it to the public;
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- (v) make any translation or adaptation of the Software;
- (vi dot, in relation to a translation or an adaptation of the Software, any of the acts confied in relation to the Software in clauses (i) to (vi); or,
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throughout world, (4) the inventions pertaining thereto and the right to seek patent protection 1 patent applications and Letters Patent or similar legal protection for the Software and to own s throughout the world, including any continuation, division, continuation in part, in all count renewal, substitute, extension or reissue thereof or any legal equivalent thereof in reexaminac itry for the full term or terms for which the same may be granted, (5) all trademark a foreign c ac registrations in connection therewith, the right to seek trademark registrations application set lights in all countries throughout the world, and the goodwill appertaining to the and compa and trade secrets in the Software. trademarka

For acknowledrepresentar right, title unobvious entire right United Sta provisionar application throughout

so a and valuable consideration, the receipt and sufficiency of which are hereby a lassign and transfer unto the assignee, its successors, assigns and legal s, in perpetuity, to endure from now until the end of time, the full and exclusive be hencest to any and all inventions relating to the Software, being useful, novel, d/or taking an inventive step in the United States and throughout the world, the the and interest in and to any and all patents which may be granted therefor in the or anywhere in the world, all subject matter invented by me and disclosed in the prication for Letters Patent of the United States, and in and to the provisional half Letters Patent and all convention and Treaty rights of all kinds, in all countries is world, for all such subject matter.

I fince authorize and request the Register of Copyrights of the United States and the Commission of Patents and Trademarks of the United States and any officials of any foreign country with entry it is to issue copyright registrations, patents, trademark registrations or legal equivalents are to issue the same for or in connection with the Software to assignee, its lawful successors is assigns.

er covenant that I will, upon the assignee's request, provide assignee with all II and documents relating to the applications, registrations, Letters Patent and legal pertinent 1 a reign countries as may be known and accessible to me and will testify as to the equivalent staterence or litigation related thereto and will promptly execute, sign and deliver same in al. its legal representative any and all papers, documents, instruments or affidavits to assigned ply for, obtain, maintain, secure, issue and enforce the applications, registrations, required to and legal equivalents in foreign countries which may be necessary or desirable to Letters Pa purposes thereof. All costs/expenses on this account will be borne by assignee. In carry out t case 1 incuiv expenditure on this account, the same shall be reimbursed by assignee.

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ov represent and warrant that the Software is original except for material in the Line and such excerpts from other works may be included with the written permission public don. of the cop ant owners; that the Software does not contain any libelous material or injurious instruction. and that the Software does not infringe any trade name, trademark, trade secret, or copyright. c invades or violates any right of privacy, personal or proprietary right, or other common in ar statutory right.

Th assignment shall not lapse if the rights assigned to the assignee are not exercised within a pa d of one year from the effective date of this Assignment. I acknowledge that no be payable to me now or any time in the future. This Assignment and the royalties 5 **relationshi**: The parties shall be governed by the laws of New York, without reference to conflicts of v principles.

3

Date: 7/7/99

By: P. Janaki Roma Roju Janaki Rama Raju

#54496.01

I, Janaki Rama Raju, of c/o I.S.N. Raju, 47-B, Vengala Rao Nagar Cly, Hyderabad - 500 038, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) to reproduce the Software in any material form, including the storing of the Software in any medium by electronic means;
- (ii) to issue copies of the Software to the pubic;
- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all Letters Patent and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: P. Janaki Rang Roju Janaki Rama Raju

#54500.01

I. 16 Veerabhadra Rao, of 1-8-499/2, Cnikkadpally, Hyderabad, India, am in full time employme: If Satyam Enterprise Solutions Limited, a company registered in India, with an address at a dyfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assi: e" / as a software engineer. One of my duties towards the assignee, my employer, includes the evelopment of software.

I, I developed a for which a as the "So: Patent that and centitle OPTIONA VOICE RE virtue of t under a cc and intereor authorize part thereout

he course of my employment with the assignee under a contract of service, have invented certain new and useful improvements in the nature of computer software resentative portions of the source codes thereof (hereinafter collectively referred to are") are disclosed and described in a provisional application for a United States is filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE ONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By that that the software was developed in the course of the assignee's employment act of service, I acknowledge that the assignee is the first owner of all rights, title cond to the copyrights in the Software. The assignee has the exclusive right to do ne doing of any of the following acts in respect of the software or any substantial

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- (ii) issue copies of the Software to the pubic;
- ciii. perform the Software in public or communicate it to the public;
- (v) make any translation or adaptation of the Software;
- vi do, in relation to a translation or an adaptation of the Software, any of the acts burfled in relation to the Software in clauses (i) to (vi); or,
- (vi) sett or give or hire, or offer for sale or hire any copy of the Software, regardless whether such copy has been sold or given on hire on earlier occasions.

Fur emore. I acknowledge that the assignee, its successors, assigns and legal state the owner in perpetuity, to endure from now until the end of time, of all **repre**senta: it title and interest in and to the Software and the Intellectual Property Rights in worldwide instance, including without limitation (1) all computer code, including object code, and to the these executable programs and algorithms, binary form mediums, dynamic linked software :... in the area of the search data files, software tools, and all documentation thereto, and any lists (.)L. to a for the Software, (2) all copyright in and to the Software in all media now mask wor so bed in the future, (3) all copyright applications and registrations and the right to known or converght registration or registrations and comparable rights in all countries seek and ha

world, (4) the inventions pertaining thereto and the right to seek patent protection throughout Epatent applications and Letters Patent or similar legal protection for the Software and to own s throughout the world, including any continuation, division, continuation in part, in all count renewal, substitute, extension or reissue thereof or any legal equivalent thereof in reexaminad any for the full term or terms for which the same may be granted, (5) all trademark a foreign c. al registrations in connection therewith, the right to seek trademark registrations application. ac dights in all countries throughout the world, and the goodwill appertaining to the and compa ai (6) all trade secrets in the Software. trademarks

and valuable consideration, the receipt and sufficiency of which are hereby Fai assign and transfer unto the assignee, its successors, assigns and legal acknowled in perpetuity, to endure from now until the end of time, the full and exclusive representa: Enterest to any and all inventions relating to the Software, being useful, novel, right, title Vor taking an inventive step in the United States and throughout the world, the unobvious. ale and interest in and to any and all patents which may be granted therefor in the entire right or anywhere in the world, all subject matter invented by me and disclosed in the United Stat plication for Letters Patent of the United States, and in and to the provisional provisional Hall Letters Patent and all convention and Treaty rights of all kinds, in all countries application world, for all such subject matter. throughout

I to consultation of Patents and request the Register of Copyrights of the United States and the Commission of Patents and Trademarks of the United States and any officials of any foreign country with security it is to issue copyright registrations, patents, trademark registrations or legal equivalents are to to issue the same for or in connection with the Software to assignee, its lawful successors of Lassigns.

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by represent and warrant that the Software is original except for material in the I h and such excerpts from other works may be included with the written permission public don: the owners; that the Software does not contain any libelous material or injurious of the copand that the Software does not infringe any trade name, trademark, trade secret, or *instruction*: copyright. invades or violates any right of privacy, personal or proprietary right, or other common la or statutory right.

assignment shall not lapse if the rights assigned to the assignee are not exercised Thi. d of one year from the effective date of this Assignment. I acknowledge that no within a peroyalties st E be payable to me now or any time in the future. This Assignment and the relationsati The parties shall be governed by the laws of New York, without reference to v principles. conflicts of

Date: -7/7/99

By: K. Veerabhadra Rao

#54496.00

I, K. Veerabhadra Rao, of 1-8-499/2, Chikkadpally, Hyderabad, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application and all Letters Patent of the United States, and in and to the provisional application and all world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

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Date: 7/7/99

By: K. Veerabhadra Rao

#54500.01

time en planater of Satyam Enterprise Solutions Limited, a company registered in India, with an address at a spheric Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assive selected as a software engineer. One of my duties towards the assignee, my employer, includes the sevelopment of software.

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3

Date: 7/7/99

By: $\leq D \vee f_{ROPL}$ S. D.V. Ravi

#54496.0.

l, S. D.V. Ravi, of HIGh - 292, BHEI township, Hyderabad - 500 032, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

l, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

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Date: 7/7/99

By: <u>S. D.V. Ravi</u>

#54500.01

E. R: n Kumar M.K., of R-7 sector - C, AWHO colony, Gautam Enclave Sikh Village, Secunderabili 500 009, India, am in full time employment of Satyam Enterprise Solutions Limited a onipany registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabili 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my defice to vards the assignee, my employer: includes the development of software.

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3

Date: 7/7/99____

By: $\frac{M}{\text{Ram Kumar M.K.}}$

#54496.01

I, Ram Kumar M.K., of R-7 sector - C, AWHO colony, Gautam Enclave Sikh Village, Secunderabad - 500 009, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

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For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: _7/7/99____

By: $\frac{M \cdot 1 \langle R_{cy} \rangle_{m}}{\text{Ram Kumar M.K.}}$

#54500.01

S ye Sekhar Velpuri, of Flat No. 205, Lumbini Apartments, Dharam Karan Road, Ameeri E. Syderabad - 500 016, India, am in full time employment of Satyam Enterprise Solution 1. alled, a company registered in India, with an address at 'Mayfair Center' Sardar Patel F ad Schunderabad 500 003, India (hereinafter referred to as "assignee") as a software engine and of my duties towards the assignee, my employer, includes the development of software

in the course of my employment with the assignee under a contract of service, have I avented certain new and useful improvements in the nature of computer software develop and resentative portions of the source codes thereof (hereinafter collectively referred to for which is loss cale") are disclosed and described in a provisional application for a United States as the av filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 Patent A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN and eralle NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE OPTICALA * NSE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By VOICE that the software was developed in the course of the assignee's employment virtue . († act of service, I acknowledge that the assignee is the first owner of all rights, title under a con a and to the copyrights in the Software. The assignee has the exclusive right to do and interest and doing of any of the following acts in respect of the software or any substantial or auther part the set

- a supproduce the Software in any material form, including the storing of the Software any medium by electronic means.
- (i) is use copies of the Software to the pubic;
- (i) erform the Software in public or communicate it to the public;
- (x) stake any cinematographic film or sound recording in respect of the Software;
- a sucake any translation or adaptation of the Software;
- (i) in relation to a translation or an adaptation of the Software, any of the acts is ified in relation to the Software in clauses (i) to (vi); or,
- E o cell or give or hire, or offer for sale or hire any copy of the Software, regardless schether such copy has been sold or given on hire on earlier occasions.

representations is the owner in perpetuity, to endure from now until the end of time, of all worldy leaded, title and interest in and to the Software and the Intellectual Property Rights in and to the observer, including without limitation (1) all computer code, including object code, software life areas, executable programs and algorithms, binary form mediums, dynamic linked lists (Ender electronic research data files, software tools, and all documentation thereto, and any mask value to oped in the future, (2) all copyright in and to the Software in all media now known the opped in the future, (3) all copyright applications and registrations and the right to seek an the copyright registration or registrations and comparable rights in all countries through all derived world, (4) the inventions pertaining thereto and the right to seek patent protection and to down it patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamplate dependent, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign econary for the full term or terms for which the same may be granted, (5) all trademark applications in connection therewith, the right to seek trademark registrations and coupled of rights in all countries throughout the world, and the goodwill appertaining to the trademarks ∞ (6) all trade secrets in the Software.

or ood and valuable consideration, the receipt and sufficiency of which are hereby acknow the field assign and transfer unto the assignee, its successors, assigns and legal representations in perpetuity, to endure from now until the end of time, the full and exclusive right, there is interest to any and all inventions relating to the Software, being useful, novel, unobvious and for taking an inventive step in the United States and throughout the world, the entire actuate due and interest in and to any and all patents which may be granted therefor in the United dual for anywhere in the world, all subject matter invented by me and disclosed in the provisional polication for Letters Patent of the United States, and in and to the provisional application and dall Letters Patent and all convention and Treaty rights of all kinds, in all countries through out the world, for all such subject matter.

Communication authorize and request the Realister of Copyrights of the United States and the Communication of Patents and Trademarks of the United States and any officials of any foreign country and the introduction is to issue copyright registrations, patents, trademark registrations or legal equivations at the eto to issue the same for or in connection with the Software to assignee, its lawful successed and assigns.

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and to recent hast, present and future payments of all royalties, damages and economic benefits arising for the ownership of these patent claims.

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his weignment shall not lapse if the rights assigned to the assignee are not exercised within a person of one year from the effective date of this Assignment. I acknowledge that no royaltie shall be payable to me now or any time in the future. This Assignment and the relation air of the parties shall be governed by the laws of New York, without reference to **conf**lict of principles.

3

Date: 7/7/99

By: <u>VL. Surja Seice an</u> Surya Sekhar Velpuri

#54496.01

l, Surya Sekhar Velpuri, of Flat No. 205, Lumbini Apartments, Dharam Karan Road, Ameerpet, Hyderabad - 500 016, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) to reproduce the Software in any material form, including the storing of the Software in any medium by electronic means;
- (ii) to issue copies of the Software to the pubic;
- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignce, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims. I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: Surya Sekhar Velpuri

#54500.01

in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which receives sentative portions of the source codes thereof (hereinafter collectively referred to sot mee") are disclosed and described in a provisional application for a United States as the Patent at the filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN and ci ile OVEL SWITCHING PLATEORM HAVING A SEPARATE INTERACTIVE **OPTICE ALE VOIC** 1: USE SYSTEM 2.0 (hereinafter referred to as "the provisional application"). By virtue and that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and intrest than to the copyrights in the Software. The assignee has the exclusive right to do doing of any of the following acts in respect of the software or any substantial or auth diz di part the lot

> produce the Software in any naterial form, including the storing of the Software by medium by electronic means.

- sue copies of the Software to the pubic;
- f_{1} = erform the Software in public σ -communicate it to the public;
- where the any cinematographic film or sound recording in respect of the Software;
- ake any translation or adaptation of the Software;
- i) (a, b), in relation to a translation or an adaptation of the Software, any of the acts (a, b) if idea in relation to the Software in clauses (i) to (vi); or,
- (ii) the first or give or hire, or offer for sale or hire any copy of the Software, regardless the ther such copy has been sold or given on hire on earlier occasions.

nore, I acknowledge that the assignee, its successors, assigns and legal 111.1 is the owner in perpetuity, to endure from now until the end of time, of all represe at title and interest in and to the Software and the Intellectual Property Rights in worldw ac vare, including without limitation (1) all computer code, including object code, and to see a s, executable programs and algorithms, binary form mediums, dynamic linked software hill etronic research data files, sofe vare tools, and all documentation thereto, and any lists (Delister or for the Software, (2) all copyright in and to the Software in all media now mask work known man oped in the future, (3) all copylight applications and registrations and the right to opyright registration or registrations and comparable rights in all countries seek and how

through ut the world, (4) the inventions pertaining thereto and the right to seek patent protection and to som the patent applications and Letters Patent or similar legal protection for the Software in all counter throughout the world, including any continuation, division, continuation in part, reexamplating denewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreigned and by for the full term or terms for which the same may be granted, (5) all trademark applications in connection therewith, the right to seek trademark registrations and constant rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

1 and valuable consideration, the receipt and sufficiency of which are hereby or. I assign and transfer unto the assignee, its successors, assigns and legal rde si acknow in perpetuity, to endure from now until the end of time, the full and exclusive represe at i interest to any and all inventions relating to the Software, being useful, novel, right, C ar taking an inventive step in the United States and throughout the world, the unobvi - and interest in and to any and all patents which may be granted therefor in the entire : Ш anywhere in the world, all subject matter invented by me and disclosed in the United Ett! in the provisional states and in and to the provisional provisie al. application and all convention and Treaty rights of all kinds, in all countries through an overld, for all such subject matter.

formal do to if Patents and Trademarks of the United States and any officials of any foreign country show buty it is to issue copyright registrations, patents, trademark registrations or legal equival as to to issue the same for or in connection with the Software to assignee, its lawful success which assigns.

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represent and warrant that the Software is original except for material in the he. small and such excerpts from other works may be included with the written permission public owners; that the Software does not contain any libelous material or injurious of the 422 I that the Software does not infringe any trade name, trademark, trade secret, or instruc 112 avades or violates any right of privacy, personal or proprietary right, or other copyrig statutory right. comme http://

ids ignment shall not lapse if the rights assigned to the assignee are not exercised within perform of one year from the effective date of this Assignment. I acknowledge that no royaltic side performs and the relation idp is the parties shall be governed by the laws of New York, without reference to conflict of a principles.

Date: 7/7/99

By:

Bhanumurthy Nallagonda

#54496.01

I, Bhanumurthy Nallagonda, of B/3, R.K. Residency, Mahatma Nagar, Bowenpally, Secunderabad - 500 009, India, am in full time employment of Satyam Enterprise Solutions Limited, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India (hereinafter referred to as "assignee") as a software engineer. One of my duties towards the assignee, my employer, includes the development of software.

I, in the course of my employment with the assignee under a contract of service, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application"). By virtue of the fact that the software was developed in the course of the assignee's employment under a contract of service, I acknowledge that the assignee is the first owner of all rights, title and interest in and to the copyrights in the Software. The assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the software or any substantial part thereof:

- (i) to reproduce the Software in any material form, including the storing of the Software in any medium by electronic means;
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- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

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I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of law principles.

Date: 7/7/99

By: N. Shann Hurthy Bhanumurthy Nallagonda

#54500.01

I, Prafulla C. Gupta, of 8231 CR 500, Pagosa Springs, Colorado 81147, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application").

I hereby assign any and all rights, title and interest in and to the copyrights in the Software to In Touch Technologies Limited, a corporation organized and existing under the laws of the British Virgin Islands, located at Sea Meadow House, Black Burne Highway, P.O. Box 116, RoadTown, Tortolla, British Virgin Islands (hereinafter referred to as "assignee").

I understand and acknowledge that the assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the Software or any substantial part thereof:

- (i) to reproduce the Software in any material form, including the storing of the Software in any medium by electronic means;
- (ii) to issue copies of the Software to the pubic;
- (iii) to perform the Software in public or communicate it to the public;
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- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in part,

reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

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This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of the United Kingdom, without reference to conflicts of law principles.

Date: 8 Feb 99

By: _____ Prafulla C. Gupta

#54496.03

I, Prafulla C. Gupta, of 8231 CR 500, Pagosa Springs, Colorado 81147, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,470 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 1.0 (hereinafter referred to as "the provisional application").

I hereby assign any and all rights, title and interest in and to the copyrights in the Software to In Touch Technologies Limited, a corporation organized and existing under the laws of the British Virgin Islands, located at Sea Meadow House, Black Burne Highway, P.O. Box 116, RoadTown, Tortolla, British Virgin Islands (hereinafter referred to as "assignee").

I understand and acknowledge that the assignee has the exclusive right to do or authorize the doing of any of the following acts in respect of the Software or any substantial part thereof:

- (i) to reproduce the Software in any material form, including the storing of the Software in any medium by electronic means;
- (ii) to issue copies of the Software to the pubic;
- (iii) to perform the Software in public or communicate it to the public;
- (iv) to make any cinematographic film or sound recording in respect of the Software;
- (v) to make any translation or adaptation of the Software;
- (vi) to do, in relation to a translation or an adaptation of the Software, any of the acts specified in relation to the Software in clauses (i) to (vi); or,
- (vii) to sell or give or hire, or offer for sale or hire any copy of the Software, regardless of whether such copy has been sold or given on hire on earlier occasions.

Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright

registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer unto the assignee, its successors, assigns and legal representatives, in perpetuity, to endure from now until the end of time, the full and exclusive right, title and interest to any and all inventions relating to the Software, being useful, novel, unobvious and/or taking an inventive step in the United States and throughout the world, the entire right, title and interest in and to any and all patents which may be granted therefor in the United States or anywhere in the world, all subject matter invented by me and disclosed in the provisional application for Letters Patent of the United States, and in and to the provisional application and all convention and Treaty rights of all kinds, in all countries throughout the world, for all such subject matter.

I further authorize and request the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to assignee, its lawful successors and assigns.

I further covenant that I will, upon the assignee's request, provide assignee with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto and will promptly execute, sign and deliver to assignee or its legal representative any and all papers, documents, instruments or affidavits required to apply for, obtain, maintain, secure, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by assignee. In case I incur any expenditure on this account, the same shall be reimbursed by assignee.

This assignment is for all past and future rights, including the right to seek patent protection for the Software, to enforce pending claims and U.S. patent claims against infringers and to receive past, present and future payments of all royalties, damages and economic benefits arising from the ownership of these patent claims.

I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

This Assignment shall not lapse if the rights assigned to the assignee are not exercised within a period of one year from the effective date of this Assignment. I acknowledge that no royalties shall be payable to me now or any time in the future. This Assignment and the relationship of the parties shall be governed by the laws of the United Kingdom, without reference to conflicts of law principles.

Date: 8 feb 99

By: Prafulla C. Gupta

#54496.03

I, Simon James Joyce, of 36 Soi Saeng Chai, Sukhumvit 38, Bangkok 10110, Thailand, have developed and invented certain new and useful improvements in the nature of computer software for which representative portions of the source codes thereof (hereinafter collectively referred to as the "Software") are disclosed and described in a provisional application for a United States Patent that was filed on September 15, 1998 as Provisional Application Serial No. 60/100,440 and entitled A PREPAID TELEPHONY NETWORK SOLUTION SYSTEM WITH AN OPTIONAL NOVEL SWITCHING PLATFORM HAVING A SEPARATE INTERACTIVE VOICE RESPONSE SYSTEM 2.0 (hereinafter referred to as "the provisional application").

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Furthermore, I acknowledge that the assignee, its successors, assigns and legal representatives, is the owner in perpetuity, to endure from now until the end of time, of all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software, including without limitation (1) all computer code, including object code, software libraries, executable programs and algorithms, binary form mediums, dynamic linked lists (DLLs), electronic research data files, software tools, and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright registration or registrations and comparable rights in all countries throughout the world, (4) the inventions pertaining thereto and the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software

in all countries throughout the world, including any continuation, division, continuation in part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software.

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I hereby represent and warrant that the Software is original except for material in the public domain and such excerpts from other works may be included with the written permission of the copyright owners; that the Software does not contain any libelous material or injurious instructions; and that the Software does not infringe any trade name, trademark, trade secret, or copyright, nor invades or violates any right of privacy, personal or proprietary right, or other common law or statutory right.

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Date: 26 1 95

Simon James Joyce By:

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Date: 26 1 99

Simon James Joyce 6 By:

#54496.03

This Assignment is effective as of 1 January 1998 ("Effective Date") and is by and between Satyam Enterprise Solutions, a company registered in India, with an address at 'Mayfair Center' Sardar Patel Road, Secunderabad 500 003, India, and IN TOUCH Technologies, Limited ("ITTL"), a corporation of the British Virgin Islands, with an address at 8231 CR 500. Pagosa Springs, Colorado 81147, United States of America. Satyam has contractually developed, as works for hire, certain computer software entitled CallManager (comprising SwitchManager and CardManager), NetManager, and OfficeManager, which is described in the specification and representative portions of the source code thereof attached hereto as Exhibit A ("the Software"). ITTL desires to clarify its ownership of all worldwide right, title and interest in and to the Software, both object and source code and documentation for the code and any mask works of or for the Software, and all worldwide copyright, patent, trade secrets relating thereto and all other worldwide intellectual property rights therein, including trademark and trade dress pertaining to the Software (the "Intellectual Property Rights").

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For good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, Satyam does hereby assign and transfer to ITTL in perpetuity, to endure from now until the end of time, all worldwide right, title and interest in and to the Software and the Intellectual Property Rights in and to the Software. including without limitation (1) all computer code, including object and source code and all documentation thereto, and any mask works of or for the Software, (2) all copyright in and to the Software in all media now known or developed in the future, (3) all copyright applications and registrations and the right to seek and hold copyright registration or registrations and comparable rights in all countries throughout the world, (4) the right to seek patent protection and to own all patent applications and Letters Patent or similar legal protection for the Software in all countries throughout the world, including any continuation, division, continuation-in-part, recexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, (5) all trademark applications and registrations in connection therewith, the right to seek trademark registrations and comparable rights in all countries throughout the world, and the goodwill appertaining to the trademarks and (6) all trade secrets in the Software. Satyam further authorizes and requests the Register of Copyrights of the United States and the Commissioner of Patents and Trademarks of the United States and any officials of any foreign country whose duty it is to issue copyright registrations, patents, trademark registrations or legal equivalents thereto to issue the same for or in connection with the Software to ITTL, its lawful successors and assigns.

Satyam further covenants that Satyam will, upon ITTL's request, provide ITTL with all pertinent facts and documents relating to the applications, registrations, Letters Patent and legal equivalents in foreign countries as may be known and accessible to Satyam and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ITTL or its legal representative any and all papers, instruments or affidavits

Page 1 of 2

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required to apply for, obtain, maintain, issue and enforce the applications, registrations, Letters Patent and legal equivalents in foreign countries which may be necessary or desirable to carry out the purposes thereof. All costs/expenses on this account will be borne by ITTL. In case Satyam incurs any expenditure on this account, the same shall be reimbursed by ITTL.

This Assignment shall not lapse if the rights assigned to ITTL are not exercised within a period of one year from the Effective Date. This Assignment and the relationship of the parties shall be governed by the laws of New York, without reference to conflicts of laws principles. This Assignment supersedes any assignment(s) of the Software from Satyam to ITTL executed prior to the date(s) of execution of this Assignment.

SATYAM By:

Name: Srini Raju / Title: Managing Director

Sep 11, 98 Date:_

SATYAM SEAL:

ITTL By:

Name: Marc E. Chafetz Title: Senior Vice President and General Counsel Date: _______

46883.05



RECORDED: 09/14/1999