

MAY 30 '95 09:06AM SGI LOCATION QNTR
Employee Name: Matsuoaka Shinya

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CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment with SGI Graphics, Inc. (SGI) and the compensation paid to me, I understand and agree to the following:

1. Confidential Information

I agree at all times, during and following employment with SGI, to hold in strict confidence any confidential information of the company. I will use such information only for the benefit of SGI and will not disclose it to any person or entity without prior authorization from a company officer. I understand this includes, but is not limited to, any proprietary information, technical data, trade secrets or know-how, customer, product or organizational information.

I agree also not to disclose, nor bring on the premises of SGI, confidential information of any former employer, person or entity which I have had agreement or duty to keep in confidence.

I further agree to keep confidential any (third-party) information provided to SGI and use it only as necessary related to my work and consistent with SGI's agreement for its purpose and use.

2. Inventions and Original Works

A. Prior Inventions: All inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with SGI (collectively referred to as "prior inventions") are listed and described on this agreement. If not listed, I represent there are no prior inventions.

If I incorporate in an SGI product, process or machine a prior invention owned by me or in which I have an interest, SGI is granted a non-exclusive, royalty-free, irrevocable, perpetual, world-wide license to make, have made, modify, use, license and sell such prior invention as part of or in connection with such product, process or machine.

B. Assignment of Inventions: I agree to assign to SGI or its designee, all rights, title, and interest in and to any inventions, original works of authorship, developments, concepts, improvements or trade secrets (collectively called "inventions") whether or not patentable or registrable under patent, copyright or other laws, which I may solely or jointly conceive or develop or reduce to practice during my employment with SGI. I further acknowledge and agree that all original works of authorship made by me, solely or jointly with others, which are protectable by copyright are "works made for hire" as that term is defined in the United States Copyright Act. I agree to waive any and all "moral rights" which I may have in such inventions, and to assign all such "moral rights" to SGI.

C. Maintenance of Records: I agree to keep and maintain adequate and current written records of all inventions made by me (solely or jointly with others) during the term of my employment with SGI. The records will be available to and remain the sole property of SGI at all times.

D. Obtaining Patents and Copyright Registrations: I agree to assist in securing SGI's rights in inventions and any related copyrights, patents, mask work rights or other intellectual property rights in any and all countries, and disclose to SGI all pertinent information and data with respect to those rights and execute all applications, modifications, oaths, assignments, and any other instruments necessary for SGI to apply for and obtain copyrights, patents and/or mask work rights or to assign and convey to SGI, its successors, assigns and nominees the sole and exclusive rights, title, and interest in and to such inventions and any related copyrights, patents, mask work rights or other intellectual property rights. This obligation shall continue after termination of my employment with SGI when it is in my power to do so, and if SGI is unable to secure my signature to pursue applications covering inventions or original works of authorship assigned to SGI as described above, then I hereby irrevocably designate and appoint SGI and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stand to execute and file such applications.

E. Exception to Assignments: I understand that the provisions of this agreement do not apply to any invention which qualifies fully to be excluded pursuant to the provisions of California Labor Code Section 2870 before to me

sheet. I will advise SGI promptly in writing of any inventions I believe meet such criteria and have not been previously disclosed, with all evidence necessary to substantiate that belief. I understand that SGI will keep in confidence and will not disclose to third parties without my consent any confidential information disclosed to SGI relating to such excluded inventions.

3. Conflicting Employment

During my employment with SGI, I will not engage in any employment, occupation, consulting or other business activity directly related to the business in which SGI is involved, nor will I engage in any other activities that conflict with my obligations to SGI.

4. Returning Company Documents

Upon termination of my employment with SGI, I agree to deliver to SGI (and not keep in my possession or deliver to any one else) any and all equipment, devices, drawings, reports and other written materials, documents or property, and reproductions of all such items belonging to or prepared by me during the course of my employment by SGI, its successors or assigns. I agree to comply with all other employment termination procedures in effect at the time of departure.

5. At-Will Employment

I understand and acknowledge that my employment with SGI is for an unspecified duration and constitutes "At-Will" employment. The employment relationship may be terminated at any time, with or without notice, at the option either of SGI or myself, with or without notice.

6. Equitable Relief

I agree it would be irrevocable or inadequate to measure and calculate SGI's damages from any breach of the covenants set forth herein. I agree therefore that SGI will have, in addition to any other right or remedy available, the right to obtain and injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this agreement. I agree no bond or security shall be required in obtaining such equitable relief and I consent to the issuing of such injunction and the ordering of specific performance.

7. General Provisions

No modification or oral amendment to this agreement, nor any waiver of any rights under this agreement will be effective unless in writing signed by the party to be charged. Any changes in my duties, salary or compensation will not affect the validity or scope of this agreement.

If one or more of the provisions in this agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

This agreement will be binding upon my heirs, executors, administrators and other legal representatives, and will be for the benefit of SGI, its successors, and its assigns.

This agreement will be governed by and construed in accordance with the laws of the state of California.


Signature

3/6/95
Date