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roducts, Ideas, Inventions & Confidential Data Agreement

In consideration of my employment by MCI Communications Corporation and/or its subsidiaries and affiliated companies (hereinafter called the "Company"), I agree as follows:

MCI

- 1. Lagree that any inventions, discoveries, improvements, developments, devices, tools, machines, apparatus, appliances, designs, promotional ideas, practices, processes, formulas or products, useful in or related to the business in which the Company may at the time be engaged or proposes to be engaged, whether patentable, copyrightable or otherwise, made, discovered, conceived, developed, reduced to practice or secured by me, solety or jointly with others, or otherwise, during my term of employment (hereinafter called "Inventions"), will be disclosed promptly and fully to the Company and become the property of the Company.
- 2. At the request of the Company at any time or from time to time during my term of employment or after the termination thereof, without further compensation, and at the expense of the Company, will make application in due form for letters patent, copyrights or trademarks, domestic and foreign, relating to the Inventions, and will assign to the Company or persons designated by the Company all my right, title and interest in and to said letters patent, copyrights and trademarks and the applications therefor.
- 3. I will at any time execute any and all instruments and documents and do such further acts and things which the Company may deem desirable in connection with obtaining for the benefit of the Company the Inventions, including the application for letters patent, copyrights or trademarks or in order to establish and perfect in the Company or persons designated by the Company the entire right, title and interest in and to such letters patent, copyrights or trademarks and the property rights and materials connected therewith and all continuations, renewals or reissues thereof or in the conduct of any proceedings or litigation with respect thereto, the inventions to be and remain the property of the Company whether patented, copyrighted, registered or not.
- I acknowledge that during the course of my employment I may come into the possession of knowledge and/or documents and/or information relating to the business of the Company, as well as the business of customers, vendors or other parties transacting business with the Company, their manufacturing methods, processes, techniques, products, research or customer lists which are highly confidential. I further acknowledge that disclosure of such documents and/or information to anyone other than the officers or employees of the Company, on a need to know basis, would result in irreparable harm to the Company. Therefore, I agree not to disclose any such documents or any information which is not generally known or available to the public without the express approval of the president of the Company or his designee.
- 5. I acknowledge that disclosure of confidential documents and information, directly or indirectly, either during the term of my employment or thereafter, constitutes a violation of this Agreement and would be extremely detrimental to the rights and business of the Company. I further agree that upon termination of my employment, I shall deliver to the Company any and all documents, records, and other information pertaining to the business of the Company to which I had access, and that I shall not retain any records, reports, notes, compilations or other recorded matter or any copies thereof relating to the Company's operations, activities, or business during the term of my employment.
- 6. I attach hereto a complete list of all inventions made, discovered, developed, or conceived by me prior to my employment by the Company, and I declare these inventions shall be excluded from this Agreement.
- 7. This Agreement shall survive termination of my employment, irrespective of whether such termination is voluntary or involuntary.
- I agree that all of my obligations under this Agreement shall be binding upon my heirs, executors, administrators or other legal representatives and that this Agreement shall inure to the benefit of the Company, its successors or assigns.

IN WITNESS WHEREOF, I have hereunto set my hand this -2/2

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Employee

William MI

(name printed)

(name printed)

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RECORDED: 10/26/2004