

PATENT ASSIGNMENT

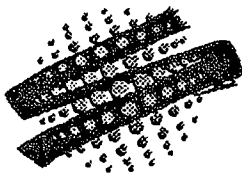
Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employee Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Rammohan G. Reddy	01/04/2002
RECEIVING PARTY DATA	
Name:	CommVault Systems, Inc.
Street Address:	2 Crescent Place
City:	Oceanport
State/Country:	NEW JERSEY
Postal Code:	07757-0090
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12876916
CORRESPONDENCE DATA	
Fax Number:	(206)359-7198
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	206-359-3744
Email:	patentprocurement@perkinscoie.com
Correspondent Name:	PERKINS COIE LLP PATENT-SEA
Address Line 1:	P.O. BOX 1247
Address Line 4:	SEATTLE, WASHINGTON 98111-1247
ATTORNEY DOCKET NUMBER:	60692-8047.US02
NAME OF SUBMITTER:	Sandy Reisman
Total Attachments: 6 source=2010-12-14-EE-Agreement-Reddy-60692-8047US2#page1.tif source=2010-12-14-EE-Agreement-Reddy-60692-8047US2#page2.tif source=2010-12-14-EE-Agreement-Reddy-60692-8047US2#page3.tif source=2010-12-14-EE-Agreement-Reddy-60692-8047US2#page4.tif source=2010-12-14-EE-Agreement-Reddy-60692-8047US2#page5.tif	

OP \$40.00 12876916

501377707

PATENT
REEL: 025497 FRAME: 0215



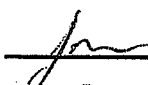
**CommVault
Systems®**

Human Resources

CORPORATE COMPLIANCE PROGRAM RE-CERTIFICATION

In consideration of my employment with Commvault Systems Inc., or one of its subsidiaries or affiliates, (hereinafter "the Company"), the undersigned hereby acknowledges and certifies that:

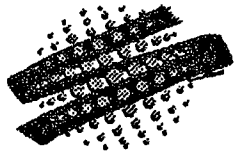
- I have received a copy of and have read the Commvault Systems Inc. Corporate Compliance Agreement (invention, confidentiality, non-competition, non-solicitation, and ethics agreement), Equipment Return Agreement, Harassment Policy, and Equal Employment Opportunity Policy.
- I understand that the content of these Agreements and Policies applies to my activities as an employee of the Company.
- I have had an opportunity to review and to ask questions about these Agreements and Policies.
- I agree to comply with these Agreements and Policies.
- I agree to notify Human Resources immediately if I become aware of violations by other persons of any of these Agreements or Policies.
- Any knowledge I currently have of violations by other persons of the Commvault Systems Inc. Corporate Compliance Agreement, Harassment Policy, or Equal Employment Opportunity Policy are set forth below.

Signature 

Print Name RAM REDDY

Date 1/14/02

Disclosures: _____



**CommVault
Systems®**

Human Resources

CORPORATE COMPLIANCE AGREEMENT

EMPLOYEE INVENTION, CONFIDENTIALITY, NON-COMPETITION, NON-SOLICITATION AND ETHICS AGREEMENT

THIS AGREEMENT is made between me, the undersigned, and CommVault Systems, Inc. and on behalf of CommVault Systems, Inc. and its affiliated companies as they exist from time to time (hereafter referred to collectively as "CommVault"), and in consideration of my employment by CommVault and in consideration for the compensation to be paid to me in connection with this employment:

1. **DUTIES.** I shall render faithful and efficient services to CommVault and perform exclusively for CommVault such duties as may be designated by CommVault from time to time, which may include the functions of inventing, discovering and developing new and novel devices, methods, and principles relating to the business, research, and development of CommVault.

2. **DISCLOSURE OF INVENTIONS.** I shall promptly disclose to CommVault in writing all inventions (including, but not limited to, new contributions, concepts, ideas, developments, discoveries, processes, formulas, methods, compositions, techniques, articles, machines, and improvements), all original works of authorship and all related know-how ("Inventions"), whether or not patentable, copyrightable or protectable as trade secrets, conceived or made by me, alone or with others, during the period of my employment with CommVault and, in the case of clauses (b) and (c) below, during the period of my employment by CommVault and at any time after I cease to be employed by CommVault for whatever reason, which (a) relate in any manner to the actual or anticipated business, research, or development of CommVault, (b) are developed using equipment, supplies, facilities, trade secret or confidential information of CommVault, or (c) result from work performed by me or work supervised by me for CommVault.

3. **ASSIGNMENT OF INVENTIONS.** I shall assign and do hereby assign to CommVault my entire rights to each Invention described in Section 2 hereof. As requested by CommVault, I will take all steps reasonably necessary to assist CommVault in obtaining and enforcing any patent, copyright, or other protection which CommVault elects to obtain or enforce, in any country, for the Inventions which I assign to CommVault. I will take no action to jeopardize CommVault's ability to obtain or enforce its rights in such Inventions. My obligation to assist CommVault in obtaining and enforcing patents, copyrights, and other protections shall continue beyond the termination of my employment by CommVault for whatever reason, but CommVault shall compensate me at a reasonable rate after the termination of my employment for time actually spent at CommVault's request providing such assistance. If CommVault is unable, after reasonable effort, to secure my signature on any document needed to apply for, prosecute, or enforce any patent, copyright, or other protection in relation to an Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I

PATENT

REEL: 025497 FRAME: 0218

hereby irrevocably designate and appoint CommVault and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further the prosecution and enforcement of patents, copyrights, or similar protections with the same legal force and effect as if executed by me.

4. COMMVAULT CONFIDENTIAL INFORMATION. Because of my employment by CommVault, I will have access to and will learn techniques, know-how, or other information of a confidential nature concerning CommVault's experimental and development work, trade secrets, procedures, business matters or affairs, including, but not limited to, information relating to inventions, disclosures, processes, systems, methods, formulas, patents, patent applications, machinery, materials, research activities and plans, grant proposals, costs of production, contract forms, prices, business plans, strategies, competitive strengths and weaknesses, volume of sales, promotional methods, and lists of names or classes of customers, as well as information of a confidential nature received from CommVault's customers, joint ventures, collaborators, etc., and information developed solely or jointly by me, included in connection with Inventions ("CommVault Confidential Information"). Information shall, for purposes of this Agreement, be considered to be confidential if not known by the trade generally, even though such information has been disclosed to one or more third parties pursuant to distribution agreements, joint research agreements, other agreements or collaborations entered into by CommVault.

5. PROTECTION OF COMMVAULT CONFIDENTIAL INFORMATION. I shall at all times use my best efforts and exercise utmost diligence to protect and guard CommVault Confidential Information. I will not use CommVault Confidential Information for personal gain or for any purpose outside of my employment by CommVault or disclose any such information to any person or entity either during or subsequent to my employment, without CommVault's prior written consent, except to such an extent as may be necessary in the ordinary course of performing my duties as an employee of CommVault.

6. USE OF COMMVAULT CONFIDENTIAL INFORMATION. I shall not, for my own account or as an officer, member, employee, consultant, representative, or advisor of another, during my employment with CommVault or at any time thereafter for any reason whatsoever, engage in or contribute my knowledge to engineering, development, manufacture, research, business analysis or sales relating to any product, equipment, process, or material that relates in any way to the actual or anticipated business or research and development of CommVault, without the written permission of CommVault. However, the foregoing provision shall not prohibit me from engaging in any work at any time after leaving the employ of CommVault, provided, that CommVault Confidential Information is not involved in such work and I am not in violation of any other term of this Agreement or any other agreement entered into between me and CommVault. The provisions of this Section 6 shall not be construed as limiting to any extent my continuing obligations pursuant to the provisions in Section 5.

7. IMPROPER USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION. I shall not, during my employment with CommVault, or at any time thereafter, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity and I will not possess or bring onto the premises of CommVault any such proprietary information without the prior written consent of such employer, person or entity.

8. OTHER RESTRICTIONS ON EMPLOYEE. I represent that there are no other agreements or requirements to assign any invention or discovery conceived or made by me, alone or with others, unless I have so indicated at the end of this Agreement.

9. DISCLOSURE IF INVENTIONS. I represent that I have listed and described in detail at the end of this Agreement all inventions, if any, patented and unpatented, which I conceived or made prior to my employment by CommVault. Any invention not so listed and described shall be presumed to have been made during my employment by CommVault.

10. RETURN OF COMMVAULT COMPANY INFORMATION. Upon termination of my employment with CommVault for any reason, I shall disclose and provide to CommVault all originals and all copies which are in my possession or under my control, of all notes, memoranda, records, reports, drawings, blueprints, codes, programs. Software, manuals, materials and data of any nature which are the property of CommVault, which shall include, but not be limited to, every item in my possession or under my control which contains any CommVault Confidential Information.

11. NON-COMPETITION AND NON-SOLICITATION. I acknowledge that because my knowledge of the CommVault Confidential Information and the personal contacts with the customers and employees of CommVault acquired by me during my employment, CommVault would be irreparably damaged should I, in any manner or form, enter into any form of competition with CommVault. I, therefore agree that at all times during my employment and for a period of twelve (12) months thereafter, I will not directly or indirectly, in any individual or representative capacity, carry on, engage or participate in any business that is in competition in any manner whatsoever with the business of CommVault, except as expressly provided for in this Agreement, or as may hereafter be expressly agreed to in writing by CommVault. Further, I agree to not directly or indirectly hire, seek to hire, or refer for other employment any current employee of CommVault nor will I, in any manner or capacity, directly or indirectly: divert or attempt to divert from CommVault, through any means whatsoever, any business or customers of CommVault, during the twelve (12) month period following my termination of employment. The phrase "carry on, engage or participate in any business that is in competition in any manner whatsoever with the business of CommVault" shall include, but not be limited to, the doing by you or by any person, firm, corporation, association or other entity that directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with, or controls you, of any of the following acts other than as related to your services to CommVault pursuant to your employment with CommVault: carrying on, engaging in or participating in any such business as a principal, for your own account or solely, or jointly with others as a partner (general or limited), joint venturer, shareholder or holder of any equity security of any other corporation or entity, or as a consultant, contractor, or subcontractor or agent of or for any person, firm, corporation, association, or other entity or through any agency or by any other means whatsoever; or utilizing for your own benefit, or making available to any person, firm, corporation, association or other entity, any confidential or proprietary proposals, financial statements, governmental filings, cost data, business plans or correspondence relating to such information, or other CommVault Confidential Information. I acknowledge and agree that, in light of the nature of the business of CommVault, the foregoing activity and time period restrictions are reasonable and properly required for the adequate protection of CommVault, and that, in the event any such activity or time period restriction is deemed to be unreasonable or unenforceable by a court of competent jurisdiction, then I agree to submit to the reduction of such activity or time period restriction to the extent necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent

permissible under the laws and public policies applied by any jurisdiction where enforcement is sought.

12. ETHICS. I understand and agree at all times to: (a) follow the policies and guidelines of CommVault, as set forth by CommVault from time to time; (b) represent CommVault in a professional manner exhibiting appropriate behavior consistent with the highest ethical standards; (c) not make any disparaging comment or statement (written or oral) about CommVault; (d) comply with all applicable federal, state, and local laws, ordinances, regulations and codes, including all Security and Exchange Commission laws and regulations; and, (e) to apply for national security or other governmental clearance, if requested by CommVault.

13. GENERAL

- A. I understand and agree that the restrictions of this Agreement are limited only to those restrictions necessary for the adequate and legitimate protection of CommVault. Each paragraph and subparagraph of this document is separate from each other and constitutes a separate and distinctive covenant. In the event any limitation hereunder is deemed to be unreasonable by a court of competent jurisdiction, then I agree to submit to the reduction of such limitation as the court shall deem reasonable. In the event that I am in violation of any limitation herein, then the time limitation shall be extended for a period of time equal to the period of time during which such breach should occur.
- B. I understand that nothing in this Agreement shall confer upon me any right to continue in the employ of CommVault. I understand that the restrictions contained in this Agreement shall survive the termination of my employment with CommVault for any reason.
- C. I certify that I have not entered into, and I agree to not enter into any agreement, either written or oral, in conflict with this Agreement.
- D. I hereby authorize CommVault to notify others, including, without limitation, customers of CommVault and my future employers, of the terms of this Agreement and my responsibilities hereunder.
- E. This Agreement shall be governed by the laws of the State of New Jersey, without regard to New Jersey choice of law principles, and adjudicated in the courts located in the State of New Jersey. Each paragraph and subparagraph shall be independent and separable from all other paragraphs and subparagraphs, and the invalidity of a paragraph and subparagraph shall not affect the enforceability of any of the other paragraphs and subparagraphs. For purposes of this Agreement, the business of CommVault shall include the business of any corporation, firm, or partnership, directly or indirectly, controlled by, controlling, or under common control with CommVault or any partner or joint venturer of CommVault. For any violation of this Agreement, a restraining order and/or an injunction may be issued against me in addition to any other rights CommVault may have under applicable law. In the event any party to this Agreement is successful in any suit or proceeding brought or instituted with respect to this Agreement or to enforce the Agreement, the prevailing party will pay to the losing party, in addition to other costs and damages, reasonable attorney's fees and costs.
- F. This Agreement shall be effective during the period of my employment by CommVault and for any periods thereafter as set forth herein, inure to the benefit of any successor or

assignee of CommVault, and be binding upon my heirs, administrators, and representatives.

I acknowledge that I am entering into this Agreement knowingly and voluntarily, and that I have had an opportunity to review it with counsel of my choosing.


Employee Signature

Dated: 1/14/02

USE THE SPACE BELOW AND THE BACK OF THIS AGREEMENT (IF NECESSARY) TO LIST ANY AND ALL INVENTIONS CONCEIVED OR MADE BY ME PRIOR TO MY EMPLOYMENT WITH COMMVAULT, AND A DETAILED DESCRIPTION THEREOF, AND OTHER AGREEMENTS OR REQUIREMENTS TO ASSIGN INVENTIONS OR DISCOVERIES, AS DESCRIBED IN SECTIONS 8 AND 9 ABOVE.