

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Yuval Aharoni	06/15/2006
RECEIVING PARTY DATA	
Name:	EMC International Company
Street Address:	2 Church Street
City:	Hamilton
State/Country:	BERMUDA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12493293
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	Docketing@emc.com
Correspondent Name:	EMC Corporation
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ATTORNEY DOCKET NUMBER:	EMC-08-251
NAME OF SUBMITTER:	Joseph D'Angelo
Signature:	/Joseph D'Angelo/
Date:	08/26/2013
Total Attachments: 9	
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ASSIGNMENT

**WHEREAS**, we, Assaf Natanzon and Yuval Aharoni, have invented an invention comprising and/or embodying certain improvements or discoveries or both as described in an application for Letters Patent of the United States entitled *REPLICATION OF VOLUMES USING PARTIAL VOLUME SPLIT* (Application), the specification of which:

- ☐ is being executed on even date herewith and is about to be filed in the United States Patent Office;
- ☒ was filed on June 29, 2009 as U.S. Application No. 12/493,293;
- ☐ was patented under U.S. Patent No. \_\_\_\_\_ on \_\_\_\_\_.

**WHEREAS**, EMC International Company (hereinafter "ASSIGNEE"), an unlimited private company organized under the laws of Ireland, with its principal place of activities at 2 Church Street, Hamilton, Bermuda, desires to acquire an interest therein in accordance with agreements duly entered into among EMC International Company, EMC Israel Development Center Ltd. and us;

**NOW, THEREFORE**, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with the entire right, title and interest in and to said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey to ASSIGNEE all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

**AND**, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution,

reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives;

AND, we hereby authorize our attorneys, EMC Corporation, to insert here in parenthesis ( ) the application number and filing date of said Application (or foreign counterpart application) to facilitate the recording or other official processing of this Assignment.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals as set forth below:

Date: 30/4/2012 \_\_\_\_\_  
Inventor's Signature

Print full name of inventor **Assaf Natanzon**  
Residence **Levanon 95, Tel Aviv, Israel 69395**  
Citizenship **IL**  
Mailing Address **Same as above**

I, Vitali Melamed (name of first witness), whose residential address is  
Hertzel 80, Ramat Gan, Israel  
was personally present and did see Assaf Natanzon (name of person signing the assignment),  
who is personally known to me, execute the above assignment.

[Signature] (signature of first witness)  
Signed at Hertzelia (location of witness signature)  
on this day, April 30th, 20 12. (date of signature).

I, Leehad Buruch (name of second witness), whose residential address is  
Mohaliv G. Hertzelia, Israel  
was personally present and did see Assaf Natanzon (name of person signing the assignment),  
who is personally known to me, execute the above assignment.

[Signature] (signature of second witness)  
Signed at Hertzelia (location of witness signature)  
on this day, April 30th, 20 12. (date of signature).

# Key Employee Agreement

Dear Employee: *Yuval Aharoni*

We at EMC fully recognize that our success and achievement as a company depend on your contributions. An important goal of EMC is to establish a working environment which will allow you to find maximum job satisfaction while participating in our highly competitive, technological and exciting business.

The activities of EMC's employees result in a body of patentable, trade secret and confidential information which helps keep EMC on the leading edge of technology in our industry. This information benefits us all, since EMC depends on it for its continued growth and success, and its proper use and protection should be of paramount concern to us all.

In consideration of your employment by EMC and in recognition of the fact that as an employee of EMC you have access to confidential information, I ask that you please review and sign the following Key Employee Agreement (the "Agreement"). This Agreement protects both the Company and its employees from unfair competition from former employees. This Agreement, when signed by you, is a binding legal agreement, so you may wish to review its terms with your legal advisor before signing it.

Because of your access to EMC confidential information, enclosed for your review and signature is EMC's policy on insider trading, which sets forth your obligations as an EMC employee with regard to the purchase and sale of EMC securities. Also, because of EMC's commitment to maintaining an environment free from harassment, enclosed for your review and signature is EMC's policy against harassment.

If you have any questions, either your supervisor or your human resources representative would be happy to discuss them with you. Please keep one copy of the Agreement for your records.

My sincere thanks for your cooperation.



Joseph M. Tucci  
President and Chief Executive Officer

# Key Employee Agreement

In view of the highly competitive nature of the business of EMC Corporation together with its subsidiaries, the "Company", the need of the Company to maintain its competitive position through the protection of its goodwill, trade secrets and confidential and proprietary information, and in consideration for having provided with access to certain trade secrets and/or confidential and proprietary information in conjunction with your employment with the Company, you agree as follows:

## 1. Non-Competition

(a) For as long as you are employed by the Company, you shall devote your full time and efforts to the Company and shall not participate, directly or indirectly, in any business or activity that is in competition with the Company.

(b) For the twelve month period following the effective date of your termination, for any reason, from the Company, you agree not to directly or indirectly compete with the Company. For purposes of this Agreement, such competition shall include but not be limited to: (i) the provision of any services, whether as an employee, consultant, independent contractor, member of a board of directors, or in any other capacity, to any entity that is developing, producing, marketing, soliciting or selling products or services competitive with products or services being developed, produced, marketed or sold by the Company as of the effective date of your termination; and (ii) any ownership interest of greater than 1% (whether directly or indirectly or by way of stock options (vested or unvested) or otherwise) in any such entity. EMC shall not seek to enforce this section 1(b) in the state of California, and further, this section 1(b) shall apply to you only if, as of the effective date of your termination, you are in a position at the Company that is at the director level or higher. For purposes of this Agreement, "director level" includes all individuals at the Company that report directly to a vice president and/or that are identified on the Company's systems as director level.

## 2. Customer, Partner, and Vendor Confidentiality

You recognize that it is essential to the Company's success that all non-public customer, partner and vendor information be deemed to be confidential and be properly treated as a confidential trade secret. Therefore, you agree not to use or disclose any such customer, partner, vendor information except as may be necessary in the normal conduct of the Company's business for the specific customer, partner or vendor, and after the end of your employment with the Company, you will return all such materials to the Company.

## 3. Confidentiality of Company Materials

You agree that both during your employment with the Company and thereafter you will not use for your own benefit, divulge or disclose to anyone except to persons within the Company whose positions require them to know it, any information not already lawfully available to the public concerning the Company or any of its customers, partners, vendors or suppliers ("Confidential Information"), including but not limited to any products, product development, business strategy, financial information or customer, supplier or employee lists. Confidential information also includes, without limitation, any technical data, design, pattern, formula, computer program, source code, object code, algorithm, subroutine, manual, product specification, or plan for a new, revised or existing product; any business, marketing, financial, pricing or other sales-related data; and the present or future business or products of the Company.

## 4. All Developments the Property of the Company

All confidential, proprietary or other trade secret information and all other discoveries, inventions, processes, methods and improvements, con-

ceived, developed, or otherwise made by you, alone or with others, and in any way relating to the Company's present or planned business or products, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced in practice during the period of your employment with the Company ("Developments") shall be the sole property of the Company. You agree to disclose all Developments promptly, fully and in writing to the Company promptly after development of the same, and at any time upon request. You agree to, and hereby do assign to the Company all your right, title and interest throughout the world in and to all Developments. You agree that all Developments shall constitute "Works for Hire" (as such are defined under the U.S. Copyright Laws) and hereby assign to the Company all copyrights, patents and other proprietary rights you may have in any Developments without any obligation on the part of the Company to pay royalties or any other consideration to you in respect of such Developments. You agree to assist the Company (without charge, but at no cost to you) to obtain and maintain for itself such rights.

## 5. Non-Solicitation

During your employment and for the twelve month period following the effective date of your termination, for any reason, from the Company, you agree that you will not, either on your own behalf or on behalf of any person or entity, directly or indirectly: (i) recruit, solicit or induce, or attempt to recruit, solicit or induce any person who is an employee, consultant or independent contractor of the Company to terminate, alter or modify such person's employment relationship with the Company; or (ii) solicit or divert, or attempt to solicit or divert, the business of any person or entity that is either a customer or a potential customer of the Company, to which you, directly or indirectly, attempted to or did, sell or provide any service on behalf of EMC, or about which you obtained any confidential information during the one year prior to the effective date of your employment termination.

## 6. Return of Company Materials

At the time of your termination, for any reason, from the Company, you agree to return immediately to the Company all Company materials, which include but are not limited to all documents in any tangible or electronic form and all property, in your possession, custody or control relating to work done for the Company or relating to the processes and materials of the Company, as well as all materials concerning past, present and future or potential EMC clients, customers, products and/or services. Such materials include, but are not limited to, customer and/or vendor lists, customer and/or vendor prospect material, financial projections, pricing or other sales-related data, sales structures, all technical materials, presentation materials, and software owned or developed by the Company for any purpose in any form. You also agree to return to the Company all materials provided by customers of the Company and all teaching materials provided by the Company. You must agree to attend an exit interview if so requested by the Company, and to sign an acknowledgment of your obligations under this Agreement.

## 7. Miscellaneous

(a) This Agreement contains the entire agreement between you and the Company with respect to the subject matter hereof, superseding any previous oral or written agreements with the Company or any officer or representative thereof. In the event of any inconsistency between this Agreement and any other contract between you and the Company, the provisions of this Agreement shall prevail.

(b) Your obligations under this Agreement shall survive the termination of your employment with the Company regardless of the manner of or reasons for such termination, and regardless of whether such termination constitutes a breach of any other agreement you may have with the Company.

Your obligations under this Agreement shall be binding upon your heirs, assigns, executors, administrators and representatives, and the provisions of this Agreement shall survive to the benefit of and be binding on the survivors and assigns of the Company.

(c) You agree that the terms of this Agreement are reasonable and properly required for the adequate protection of the Company's legitimate business interests. You agree that in the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to be contrary to any applicable statute, law, rule, or policy or for any reason unenforceable as written, then such court may modify any of such provisions so as to permit enforcement thereof to the maximum extent permissible as thus modified. Further, you agree that any finding by a court of competent jurisdiction that any provision of this Agreement is contrary to any applicable statute, law, rule or policy or for any reason unenforceable as written shall have no effect upon any other provisions and all other provisions shall remain in full force and effect.

(d) You agree that any breach of this Agreement will cause immediate and irreparable harm to the Company not compensable by monetary damages and that the Company will be entitled to obtain injunctive relief, in addition to all other relief in any court of competent jurisdiction, to enforce the terms of this Agreement, without having to prove or show any actual damage to the Company.

(e) No failure by the Company to insist upon strict compliance with any of the terms, covenants or conditions hereof, and no delay or omission by the Company in exercising any right under this Agreement, will operate as a waiver of such terms, covenants, conditions or rights. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(f) You acknowledge that you have received and reviewed the attached Anti-Harassment and Insider Trading policies, and that you will abide by such policies and all other Company policies that are issued and amended from time to time by the Company in its discretion.

(g) You agree that this Agreement may be amended or modified only by written agreement of yourself and either the President and Chief Executive Officer or the General Counsel.

(h) You agree that if the Company commences an action against you, by way of claim or counterclaim and including declaratory claims, in which it is preliminarily or finally determined that you have violated any provision of this Agreement, you will reimburse the Company for all its costs, expenses and reasonable attorneys' fees incurred in such action. You agree that the appropriate venue for any action seeking declaratory or injunctive relief for violation of this Agreement is in the state and/or federal courts located in Massachusetts, and you consent to personal jurisdiction in such courts.

(i) You agree that tuition costs for which the Company has reimbursed you and tuition advancements which may have already been paid to you will be recoverable in full if you voluntarily terminate employment within one year of completion of the respective course(s).

(j) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the doctrine of conflicts of law. This Agreement is executed under seal.

(k) You agree that the Company and its assigns may use your name, your photograph and other reproductions of you during or after your employment in connection with the Company's business. You acknowledge that the Company will maintain data, including in an electronic form, relating to your employment and you agree that such data may be transferred, including across state and country borders, to any Company location for the Company's business use.

(l) This Agreement does not create any obligation on the Company or any other person or entity to continue your employment. Your employment is at will, meaning either the Company or you may terminate your employment at any time and for any reason or no reason at all.

## Arbitration

You agree that binding arbitration shall be the sole and exclusive remedy for resolving any individual legal dispute (defined below) initiated either by the Company or by you arising out of or relating to your employment by EMC Corporation and/or its affiliates ("EMC" or the "Company"). "Legal Dispute" includes but is not limited to any claim relating to (i) compensation, (ii) the termination of employment, (iii) discrimination, harassment or retaliation including under Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and any other federal, state, or local laws, (iv) severance, (v) reinstatement, or (vi) any other employment-related legal claim, and attorneys' fees and costs relating to any of the above; provided, however, that you or the Company may file and pursue litigation in a court proceeding for temporary, preliminary and permanent injunctive relief, or for declaratory judgment. Any damage claims related to the subject matter of such litigation will, however, be submitted to arbitration. Any such arbitration shall be conducted pursuant to the Company's arbitration policy, as amended from time to time, including but not limited to procedures regarding selection of arbitrators and payment of fees and expenses.

Agreed and Accepted:

Signature

Name (Printed)

Date

EMC Corporation

By:

Its:

Rev January 1, 2005



# Anti-Harassment Policy

## Purpose

It is the goal of EMC to promote a workplace that is free of sexual harassment, and any other type of discriminatory harassment.

## Scope

This policy applies to EMC employees in all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. This also applies to the conduct of an EMC employee towards a customer, supplier and contractor.

## Policy

The Company will not tolerate sexual or other types of harassment, and will take all steps necessary to prevent its occurrence. While this policy sets forth EMC's goals of promoting a workplace that is free from harassment, it is not intended to limit EMC's authority to discipline or to recommend action for a workplace action which EMC deems unacceptable, regardless of whether that conduct satisfies the definition of harassment.

## Prohibition of Sexual Harassment

The Company's policy against sexual harassment prohibits sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. submission to or rejection of such conduct is an explicit or implicit term or condition of employment;
2. the employee's submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, humiliating or offensive working environment.

While it is not possible to list all those circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- unwelcome sexual advances, whether they involve physical touching or not;
- sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, sexual activity, deficiencies, or prowess;
- displaying sexually suggestive objects, pictures, or cartoons, including text-messaging such materials from the internet;
- unwelcome leering, whistling, brushing against the body, sexual gestures, or suggestive or insulting comments;
- inquiries into one's sexual experiences; and
- discussion of one's sexual activities.

## Prohibition of Other Types of Discriminatory Harassment

The Company's policy also prohibits verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sexual orientation, age, national origin, disability, or other protected classification, and that:

1. has the purpose or effect of creating an intimidating, hostile, humiliating or offensive working environment;

2. has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. otherwise adversely affects an individual's employment opportunities.

While it is not possible to list all those circumstances that may constitute discriminatory harassment, the following are some examples of conduct which may constitute discriminatory harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- epithets, slurs, negative stereotyping, or jokes, or threatening, intimidating or hostile acts that relate to race or other protected classification;
- written or graphic material that denigrates or shows hostility toward an individual or group because of race or other protected classification and that is circulated in the workplace, or placed anywhere in the Company's premises such as on an employee's desk, workspace or on Company computer, email or voicemail.

## Complaint Procedure

Complaints of either sexual or other discriminatory harassment must be brought immediately to the attention of the applicable Human Resources Operations Manager ("HR Ops Manager"). A listing of HR Ops Manager is contained on Channel EMC. Alternatively, you may contact the Office of the General Counsel at 508-435-1000, extension 77767. Although reports of sexual or discriminatory harassment may be made verbally, employees are strongly encouraged to make any such reports in writing. Written reports of harassment assist the investigation process.

When a complaint is received, the Human Resources Operations Manager, in conjunction with the Office of the General Counsel, will promptly investigate the allegation as discreetly and confidentially as possible. The investigation will normally include a private interview with the person filing the complaint and with witnesses, as appropriate. The investigation will also normally include an interview of the person alleged to have committed the harassment. When the investigation is complete, the Human Resources Operations Manager or the Office of the General Counsel will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of the investigation.

If the Company determines that a violation of this policy has occurred, it will take such disciplinary action as it deems appropriate, including but not limited to counseling, warnings, transfers, suspensions, and employment termination. Moreover, the Company can and will take the disciplinary action it deems appropriate if it determines that conduct which does not meet the definitions in this policy nevertheless is unprofessional, inappropriate or otherwise warrants discipline.

## Retaliation

Retaliation against an employee who has complained about sexual or other discriminatory harassment, or against an individual who has cooperated with an investigation of such harassment is strictly prohibited and will not be tolerated by EMC.

## Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of EMC's employees, the Company will take appropriate corrective action under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action as EMC deems appropriate under the circumstances.

Revised--3/1/02

# Insider Trading Policy

During your work at EMC or its subsidiaries (collectively, "EMC"), you may obtain information about EMC and its customers, suppliers or others with whom EMC has an existing or potential business relationship. This information may not yet be generally known to the public and is called "inside information." This information may affect the price of the company's stock. Trading on this information is a serious offense, punishable by civil and criminal penalties.

Insider trading laws are federal laws with which we all must comply. To maintain the highest legal and ethical standards and to avoid even the appearance of improper conduct, EMC has adopted the following policy. Every employee must follow this policy to protect your interests and EMC's interests.

## Policy

If any employee is in the possession of material non-public information regarding EMC, neither that employee nor any related person may buy or sell EMC securities or engage in any other action to take advantage of, or pass on to, others, that information. This policy also applies to material non-public information relating to any other company, including EMC's customers or suppliers, obtained in the course of your employment.

*At no time may an employee or any related person engage in short sales of EMC securities or trade in options contracts of any kind involving EMC securities.*

## Discussion

"Material information" is any information that a reasonable investor would consider important in deciding to buy, hold or sell a stock and thus that could reasonably affect the price of the stock.

Examples of material information are: projections of earnings or losses; a proposed merger or acquisition; a significant sale of assets or of a subsidiary; changes in dividend policies; a stock split or the offering of additional securities; changes in management; significant new projects; financial liquidity problems; and the gain or loss of a substantial customer or supplier. Either positive or negative information may be material.

*When information is Public.* Information is public only when it has been released by a press release or a filing with the Securities and Exchange Commission ("SEC") and enough time has passed to permit the market to receive and act on that information. It is EMC's policy that as a general rule, you should not engage in any transactions until one full trading day has passed after the release of information.

If you are in doubt about whether or not you are in the possession of material non-public information, you should not trade.

*Transactions by Family Members.* The same restrictions apply to your family members and others living in your household.

*Tipping Information to Others.* In addition, you must not "tip" or pass on material non-public information to others. Penalties apply whether or not you profit from such tipping.

## Penalties

For individuals who trade on inside information or tip others, there are civil penalties, including the return of any profit gained or loss avoided and penalties of up to three times this amount; and criminal penalties, including imprisonment. In addition, violation of this policy can result in termination of your employment.

Insider trading, in the U.S. and abroad, is vigorously prosecuted. Trading is detected through sophisticated methods used by the SEC and the stock exchanges. The U.S. has agreements with virtually all countries with stock exchanges, providing for reciprocal enforcement.

This policy does not apply to the exercise of vested stock options made in accordance with EMC's Stock Option Plans. However, the above policy is to be observed with a sale of exercised option shares.

This policy applies to transactions in the EMC Stock Fund in the EMC 401(k) Plan. This means that while you are in the possession of material non-public information, you may maintain your existing contribution rate to the Stock Fund but you may not engage in any transaction in the Stock Fund such as increasing or decreasing your contribution rate or moving funds out of the Stock Fund.

"EMC securities" includes EMC Common Stock, \$0.01 par value, and any other equity or debt security issued by EMC from time to time.

You are responsible for compliance with this policy and it is therefore imperative that you fully understand this policy and the insider trading laws. If you have any questions about a specific transaction or about this policy, please contact the Office of the General Counsel.

Revised—1/1/02

### Sales Training Reimbursement

You agree to reimburse the Company the costs of training if you choose to leave the Company's employ within the first two years of employment. If you voluntarily terminate employment within the first twelve months, you will be responsible for reimbursing the Company the total training costs of \$6,000.

If you voluntarily terminate employment during the period of the thirteenth month to the twenty-fourth month, you will be responsible for a \$3,000 reimbursement.

If you are involuntarily terminated by the Company, this paragraph on training reimbursement would not apply. This training reimbursement paragraph would not apply in cases of severe personal hardship causing voluntary termination of an employee.

Initials/Date YA 6/15/06

### Customer Service Training Reimbursement

You agree to reimburse the Company the costs of training if you choose to leave the Company's employ within the first two years of employment. If you voluntarily terminate employment within the first twelve months, you will be responsible for reimbursing the Company the total training costs of \$6,000. If you voluntarily terminate employment during the period of the thirteenth month to the twenty-fourth month, you will be responsible for a \$4,000 reimbursement. If you are involuntarily terminated by the Company, this paragraph on training reimbursement would not apply. This training reimbursement paragraph would not apply in cases of severe personal hardship causing voluntary termination of an employee.

Initials/Date YA 6/15/06

### Relocation or Immigration Reimbursement

You agree to reimburse the Company the costs of any relocation or immigration fees if you choose to leave the Company's employ within the first two years of employment. If you voluntarily terminate employment within the first year, you will be responsible for the reimbursement of the total costs. If you voluntarily terminate employment during the period of the thirteenth month to the twenty-fourth month, you will be responsible for one-half of the total costs. Immigration payback period begins on the effective approval date of the visa petition. If you are involuntarily terminated by the Company, this paragraph would not apply.

Initials/Date YA 6/15/06