

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3731467

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	YONA SHAPOSHNIK	07/26/2005
RECEIVING PARTY DATA		
Name:	ELECTRONIC DATA SYSTEMS CORPORATION	
Street Address:	1209 ORANGE STREET	
City:	WILMINGTON, NEW CASTLE COUNTY	
State/Country:	DELAWARE	
Postal Code:	19801	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13493702
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(970) 898-7444	
Email:	hpe.ip.mail@hpe.com	
Correspondent Name:	HEWLETT PACKARD ENTERPRISE	
Address Line 1:	3404 E. HARMONY ROAD MS 79	
Address Line 4:	FORT COLLINS, COLORADO 80528	
ATTORNEY DOCKET NUMBER:	90157565	
NAME OF SUBMITTER:	SUSAN CLARK	
SIGNATURE:	/Susan Clark/	
DATE SIGNED:	02/09/2016	
Total Attachments: 4		
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EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is between Yona Shaposhnik ("Employee") and Electronic Data Systems Corporation, including its direct and indirect subsidiaries and affiliated entities, successors and assigns (collectively "EDS"). Employee acknowledges that EDS is in a competitive industry in which the creation, maintenance, and use of confidential or proprietary information and innovation are critical to business success, and that the protection of that information/innovation is a valid interest of EDS. Employee also understands that signing this Agreement is required for employment with EDS and for having access to EDS' confidential business and technological information, and acknowledges that this Agreement is reasonably necessary to protect the good will and other legitimate business interests of EDS. The collective consideration for Employee's obligations under this Agreement, each component of which the Employee specifically acknowledges both the receipt and independent sufficiency thereof as consideration include: Employee's employment with EDS; Employee's compensation and other benefits; the opportunity to receive special training and education, both on-the-job and otherwise as feasible; and Employee's access to confidential and proprietary information relating to EDS business and clients.

DEFINITIONS:

"Confidential Information" means all EDS trade secrets, innovations (defined below), confidential or proprietary business information and data, computer software, hardware, and database technologies or technological information, formulae, designs, process and systems information, intellectual property rights, marketing plans, client lists and specifications, pricing and cost information and any other confidential information which relates to the business of EDS or to the business of any client or vendor of EDS or any other party with whom EDS agrees to hold information in confidence, whether patentable, copyrightable or protectable as trade secrets or not, except: (1) information which at the time of disclosure is in the public domain or which subsequently is published or otherwise becomes part of the public domain through no fault of Employee; or (2) information which is disclosed by Employee under order of law or government regulation; provided, however, Employee agrees to notify EDS upon notice of any request for disclosure as soon as possible prior to any such disclosure so that appropriate safeguards may be maintained.

"Innovations" means all developments, improvements, designs, original works of authorship, formulae, processes, software programs, databases, and trade secrets, whether or not patentable, copyrightable or protectable as trade secrets, that Employee by himself/herself or jointly with others, creates, modifies, develops, or implements during the period of Employee's employment which relate in any way to EDS' business. The term Innovations shall not include Innovations developed entirely on Employee's own time without using EDS' equipment, supplies, facilities or Confidential Information, and which neither relate to EDS' business, nor result from any work performed by or for EDS.

"Moral Rights" means any rights to claim authorship of a work of authorship, to object to or prevent the modification of any such work of authorship, or to withdraw from circulation or control the publication or distribution of any such work of authorship.

"Prospective Client" means any client with which EDS was in active business discussions or negotiations at any time during the 6-month period preceding Employee's termination.

EMPLOYEE SPECIFICALLY AGREES THAT:

1. Use of Third Party Confidential Information: Employee will not bring to EDS or use in the performance of his/her EDS duties any confidential or proprietary information, documents or materials of a former employer or other third party that are not generally available to the public or have not been otherwise legally transferred to EDS.
2. Non-Disclosure and Non-Use of Confidential Information: Employee agrees not to disclose, use, copy or duplicate or otherwise permit the use, disclosure, copying or duplication of any Confidential Information (other than in connection with authorized activities conducted in the course of Employee's employment at EDS for the benefit of EDS) during or following his/her employment with EDS. Employee agrees to take all reasonable steps and precautions to prevent any unauthorized disclosure, use, copying or duplication of Confidential Information.
3. Non-Solicitation of EDS Employees, Clients, and Prospective Clients: During the time of Employee's employment and for a period of 12 months thereafter, without the express, prior written consent of EDS' General Counsel, Employee shall not engage in any of the conduct described in Subparagraphs (a) and (b) below, either directly or indirectly, individually or as an employee, contractor, consultant, partner, officer, director or stockholder (other than as a stockholder of less than 5% of the equities of a publicly held corporation) or in any other capacity for any person, firm, partnership or corporation:



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- a. hire, attempt to hire or assist any other person or entity in hiring or attempting to hire any current employee of EDS or any person who was an EDS employee within the 12-month period preceding such hiring or attempted hiring; or
 - b. solicit, divert, or take away, in competition with EDS, the business or patronage of any current EDS client or any Prospective Client with which the Employee had involvement on behalf of EDS or gained knowledge of as a result of being employed by EDS. Notwithstanding the foregoing, this restriction shall not apply to any person or entity who is no longer a client or Prospective Client at the time of any such solicitation by Employee. This provision 3(b) does not apply to nor restrict Employee's conduct in any jurisdiction where such provision is unenforceable and/or void as against public policy (e.g., as is currently the case in the State of California in the United States).
4. Non-Competition: During the time of Employee's employment and for a period of 6 months thereafter, without the express, prior written consent of EDS' General Counsel, Employee shall not, either directly or indirectly, individually or as an employee, contractor, consultant, partner, officer, director or stockholder (other than as a stockholder of less than 5% of the equities of a publicly traded corporation) or in any other capacity for any person, firm, partnership or corporation:
- a. perform duties as or for a direct competitor of EDS in the geographic region in which Employee provided services to EDS during the 6-month period preceding Employee's termination (i) which are the same or similar to the duties performed by the Employee at any time during the 12-month period preceding Employee's termination; or (ii) which involve the use or disclosure of any Confidential Information which the Employee has received, obtained or acquired during, or as a consequence of, his/her employment with EDS (this provision 4(a) does not apply to nor restrict Employee's conduct in any jurisdiction where such provision is unenforceable and/or void as against public policy (e.g., as is currently the case in the State of California in the United States)).
5. Proprietary Rights:
- a. Employee will promptly disclose to EDS, or its designees, in writing, all Innovations that Employee, alone or jointly with others, creates or first reduces to practice during the period of Employee's employment with EDS.
 - b. Employee hereby assigns and agrees to assign to EDS, its successors and assigns, his/her entire right, title and interest in and to any worldwide patents, patent applications, copyrights, trade secrets and other intellectual property rights in any Innovation; and, to the extent allowed by law, any Moral Rights that he/she may have in or with respect to any Innovations without any additional compensation. To the extent allowed by applicable law, Employee also waives and agrees to never assert any Moral Rights he/she may have in or with respect to any Innovation, even after termination of Employee's employment for any reason.
 - c. Employee shall do all lawful things to assist EDS to obtain and enforce patents, copyrights, trade secret rights, and other legal protections of EDS' Innovations in any country. Employee will execute any documents that EDS may reasonably request for use in obtaining or enforcing such patents, copyrights, trade secrets, and other legal protections.

Employee's obligations under Paragraphs 2, 3, 4, and 5 will continue beyond the termination of his/her employment with EDS.

REASONABLENESS OF RESTRICTIONS: EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS OF PARAGRAPHS 2, 3, 4 AND 5 OF THIS AGREEMENT AND AGREES THAT THE RESTRICTIONS SET FORTH THEREIN ARE FAIR AND REASONABLE, SUPPORTED BY VALID CONSIDERATION, AND ARE REASONABLY REQUIRED TO PROTECT LEGITIMATE BUSINESS INTERESTS OF EDS. EMPLOYEE FURTHER AGREES THAT IF HE/SHE VIOLATES THE PROVISIONS OF PARAGRAPHS 2, 3, 4 OR 5, THE NUMBER OF DAYS THAT SUCH VIOLATION EXISTS WILL BE ADDED TO ANY PERIODS OF LIMITATION ON THE ACTIVITIES SPECIFIED HEREIN.

- 6. Return of EDS Property: Upon termination of Employee's employment for any reason, Employee will promptly return to EDS all EDS property and equipment, including without limitation, any EDS hardware or software, as well as all documents, information and materials pertaining to EDS or Employee's work with EDS (including all electronic and/or duplicate copies) which are in Employee's possession, custody or control, or which subsequently come into his/her possession, custody, or control. Employee further promises he/she will not take any documents or materials, including electronic versions or copies thereof, containing Confidential Information or Innovations in any form, which he/she acknowledges remains the sole and exclusive property of EDS.
- 7. Use of Name or License: Employee authorizes EDS to use, reuse, and to reasonably grant others the right to use and reuse, without additional compensation, Employee's name, photograph, likeness (including caricature), voice and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed, for valid business purposes of EDS, both during and after his/her employment.
- 8. Remedies: Employee acknowledges and agrees money damages will not fully compensate EDS if Employee breaches or threatens to breach this Agreement, and EDS shall be entitled (in addition to any other legal or equitable remedies to which it may be entitled) to injunctive relief to enforce this Agreement.
- 9. Drug Testing: Unless contrary to applicable law, Employee understands and consents that, from time to time, he/she may be tested to detect the presence or absence of any illegal drugs or controlled substances and that the results of any such tests shall be released to EDS.

10. Employee's Best Efforts and Exclusive Service: Employee agrees to diligently and loyally serve EDS, to devote his/her full best efforts, full time and energy to such service, and to follow the directions of EDS in regard to such services. Employee agrees to conduct all business activities in accordance with the directives, policies, and instructions of EDS in a proper and professional manner so as to maintain EDS' ethical business, and professional standards, and the goodwill and reputation of EDS. Employee also warrants and represents that he/she has been advised of and agrees to comply with EDS' Code of Business Conduct, as amended from time to time, including EDS' policies against discrimination and harassment.

Employee further agrees that during employment with EDS, he/she will not engage in any other employment or business venture without the prior written consent of EDS, unless to do so would in no way affect or conflict with the performance of Employee's duties for EDS and would not otherwise violate EDS' Code of Business Conduct. Employee warrants that he/she is not subject to any agreement with a prior employer or other party that would restrict his/her employment by EDS or the performance of his/her duties under this Agreement.

11. Employment Relationship: Notwithstanding any other provisions of this Agreement and unless contrary to applicable law or the terms of a written contract executed by an authorized corporate officer of EDS, employment with EDS is for an indefinite term and may be ended, with or without cause, at any time by either the Employee or EDS, with or without previous notice. Nothing in this document will be construed to oblige EDS to continue an Employee's employment for any particular time or under any particular terms and conditions of employment.
12. Reformation, Severability, and Survival: If the scope of any provision contained in this Agreement is too broad to permit enforcement of such provision to its full extent, then such provision shall be reformed and/or modified to exclude the unenforceable language, and enforced as reformed or modified to the maximum extent permitted by law, in any proceedings brought to enforce such provision. Subject to the provisions of the foregoing sentence, whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision, to the extent of such prohibition or invalidity, shall be deemed not to be a part of this Agreement, and shall not invalidate the remainder of such provision or the remaining provisions of this Agreement. Employee specifically agrees that Paragraph 2 (Non-Disclosure and Non-Use of Confidential Information), Paragraph 3 (Non-Solicitation of EDS Employees, Clients, and Prospective Clients) and Paragraph 4 (Non-Competition) and each of their provisions, subparagraphs and subparts, are independent of and severable from each other, and may be enforced independently.
13. Binding Effect: Employee agrees that this Agreement shall be binding upon his/her heirs, executors, and other legal representatives or assigns.
14. Amendment: This Agreement may not be modified or amended except by a written instrument executed by Employee and an authorized corporate officer of EDS.
15. Entire Agreement: This Agreement constitutes Employee's and EDS' entire agreement and supersedes all other prior agreements, understandings or representations by or between the parties, whether oral or written, with respect to the specific subject matters herein.

EMPLOYEE:

ELECTRONIC DATA SYSTEMS CORPORATION:

Yona Shaposhnik
SIGNATURE
Yona Shaposhnik
PRINTED NAME
07/26/95
DATE

Michael H. Jordan
BY: MICHAEL H. JORDAN

EDS AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

10. **Employee's Best Efforts and Exclusive Service:** Employee agrees to diligently and loyally serve EDS, to devote his/her full best efforts, full time and energy to such service, and to follow the directions of EDS in regard to such services. Employee agrees to conduct all business activities in accordance with the directives, policies, and instructions of EDS in a proper and professional manner so as to maintain EDS' ethical business, and professional standards, and the goodwill and reputation of EDS. Employee also warrants and represents that he/she has been advised of and agrees to comply with EDS' Code of Business Conduct, as amended from time to time, including EDS' policies against discrimination and harassment.

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11. **Employment Relationship:** Notwithstanding any other provisions of this Agreement and unless contrary to applicable law or the terms of a written contract executed by an authorized corporate officer of EDS, employment with EDS is for an indefinite term and may be ended, with or without cause, at any time by either the Employee or EDS, with or without previous notice. Nothing in this document will be construed to oblige EDS to continue an Employee's employment for any particular time or under any particular terms and conditions of employment.
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EMPLOYEE:

Yona Sheposhnik
SIGNATURE
Yona Sheposhnik
PRINTED NAME
07/26/05
DATE

ELECTRONIC DATA SYSTEMS CORPORATION:

Michael M. Jordan
BY: MICHAEL M. JORDAN
Pam Chappell CA
EDS AUTHORIZED SIGNATURE
Pam Chappell CHAPPELL
PRINTED NAME
Manager
TITLE
9-19-05
DATE