

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4395909

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Prakash Khot	04/08/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Kaseya International Limited
<b>Street Address:</b>	One Custom House Plaza
<b>Internal Address:</b>	IFSC
<b>City:</b>	Dublin 1
<b>State/Country:</b>	IRELAND
<b>Postal Code:</b>	.
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14722282
Application Number:	14722351
Application Number:	14722330
Application Number:	14722369
Application Number:	14722403
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(877)769-7945
<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>	
<b>Phone:</b>	(617) 542-5070
<b>Email:</b>	apsi@fr.com
<b>Correspondent Name:</b>	DENIS G. MALONEY
<b>Address Line 1:</b>	FISH & RICHARDSON P.C.
<b>Address Line 2:</b>	P.O.BOX 1022
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55440-1022
<b>ATTORNEY DOCKET NUMBER:</b>	40159-0003001
<b>NAME OF SUBMITTER:</b>	MARIE G. CALLINA
<b>SIGNATURE:</b>	/Marie G. Callina/
<b>DATE SIGNED:</b>	05/03/2017

**Total Attachments: 7**

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EXHIBIT B

KASEYA

**CONFIDENTIAL INFORMATION, NON-DISCLOSURE, NON-SOLICITATION,  
AND INVENTION ASSIGNMENT AGREEMENT ("AGREEMENT")**

As a condition of my employment with Kaseya US Sales, LLC, Kaseya Development, LLC, Kaseya Management, LLC, or one of its parents, subsidiaries, affiliates, successors or assigns (each of the foregoing referred to as a "Kaseya Entity" and the applicable Kaseya Entity who employs me referred to as "the Company" herein), and in consideration of my employment with the Company, the grant of Options dated December 19, 2013, and my access to Confidential Information, including but not limited to confidential customer and product information, and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **At-Will Employment.** I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR AN UNSPECIFIED DURATION AND CONSTITUTES "AT-WILL" EMPLOYMENT. I UNDERSTAND THAT THIS AGREEMENT DOES NOT FORM AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT AND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS OBTAINED IN WRITING AND SIGNED BY THE PRESIDENT OF THE COMPANY. I ACKNOWLEDGE THAT THIS EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT THE OPTION OF EITHER THE COMPANY OR MYSELF, WITH OR WITHOUT NOTICE.

2. **Confidential Information and Non-Disclosure.**

(a) **Acknowledgments.** I acknowledge (1) the business of the Kaseya Entities is both highly specialized and competitive, and (2) information regarding the Kaseya Entities' customers, clients, partners, suppliers, vendors, agents, contractors, consultants, services, methods of operation, technology, products, sales, and the specialized business needs of the Kaseya Entities' customers, partners, suppliers and clients, constitute highly Confidential Information (as defined herein) that are not generally known to, or readily ascertainable by, the public or the Kaseya Entities' competitors. I acknowledge that all Confidential Information is and shall continue to be the exclusive property of the Kaseya Entities or their customers, clients, partners, suppliers, vendors, agents, contractors, consultants, or any person supplied by or through any of the foregoing, whether or not prepared in whole or in part by me and that all Confidential Information that I will have access to or learn of during my employment will be disclosed to me solely by virtue of my employment with the Company and solely for the purpose of assisting me in performing my duties for the Company. I further understand that misappropriation or unauthorized disclosure or use of such information at any time is prohibited and will cause the Company irreparable injury.

(b) **Definition.** I understand that the term "Confidential Information" refers to all information belonging to, used by, provided by or through, or in possession of any Kaseya Entity, or their customers, clients, partners, suppliers, vendors, agents, contractors, consultants, or any person supplied by or through any of the foregoing, including but not limited to, trade secrets of every kind, proprietary information, technical data, research, product plans, products, services, customer lists and customers,

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Initials: PDK

markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, business strategies, pricing, finances or other business information disclosed to me either directly or indirectly in writing, orally, or by drawings or observation.

(c) **Non-Disclosure.** I agree that I will not at any time during or after my employment with the Company use or disclose any Confidential Information for any purpose except for the purpose of benefiting the Company consistent with the Company's instructions during the course of my employment with the Company. In addition, I agree to use the highest degree of care in safeguarding Confidential Information against loss, theft or inadvertent disclosure. Further, if I anticipate or should reasonably anticipate a judicial or administrative process will require me to disclose Confidential Information, then I shall immediately notify the Company to allow the Company as much time as possible to oppose such process and shall inform such judicial or administrative process of my non-disclosure obligations under this Agreement.

(d) **Former Employer Information.** I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

3. **Inventions.**

(a) **Assignment of Inventions.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions"), except as provided in Section 3(d) below. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectible by copyright are "works made for hire," as that term is defined in the United States Copyright Act or analogous foreign law. All such Inventions shall be and remain the sole property of the Company. I hereby assign to the Company all of my rights, title and interest in and to any such Inventions, whether or not such Inventions may be reduced to practice during the period of my employment. I understand and agree that the decision whether or not to commercialize or market any invention developed by me solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to me as a result of the Company's efforts to commercialize or market any such invention.

(b) **Patent and Copyright Registrations.** I further agree to assist and cooperate with the Company in obtaining worldwide patents, including without limitation, reissues, renewals and extensions worldwide, or other appropriate intellectual property protections for the Company for any such Invention at the Company's expense, and will execute any appropriate instruments of assignment, patent or copyright registration applications, or other documents or provide testimony in support of such Invention at the request of the Company. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement.

Please initial below indicating that you have read and agree to these Terms:

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(i) subject to Section 7(c), serve as an employee, officer, director, contractor, or consultant for any business that is a direct competitor of any Kaseya Entity within: (A) 100 miles of my base office; (B) any territory assigned to me during any time of my employment; or (C) any metropolitan area where Kaseya Entity customers are located with whom I had direct business contact or about whom I learned confidential information during the term of my employment; or

(ii) call on or solicit in any manner for the purpose of doing business of the type done by any Kaseya Entity any customers, partners, vendors, or suppliers of any Kaseya Entity with whom I had direct business contact or about whom I learned confidential information during the term of my employment; or

(iii) solicit, induce, entice, cause or attempt to solicit, induce, entice or cause the alteration, reduction, termination or modification of any relationship between any Kaseya Entity and any of their customers, partners, vendors, or suppliers with whom I had direct business contact or about whom I learned confidential information during the term of my employment.

(b) Unless I am employed in California, if at or prior to termination, I have been a programmer, analyst, support technician, quality assurance technician, technical documentation writer and/or a manager, my obligations under Section 7(a)(i) shall be satisfied if I do not, for twelve (12) months following termination, work on any program, product, service or endeavor which is competitive with any program, product, service or endeavor of any Kaseya Entity with which I was involved during the term of my employment.

(c) I further agree that, as a condition of my employment or continued employment and access to Kaseya confidential information and customers that for a period of twelve (12) months after the termination of my employment with the Company for any reason, whether voluntary or involuntary, whether with or without cause, that I will not, directly or indirectly not to solicit, induce, entice or influence or attempt to solicit, induce, entice or influence any person who is employed by any Kaseya Entity to reduce, alter, modify or leave employment with any Kaseya Entity or to perform services or work for any other person or entity.

(d) So long as such activities cannot reasonably be expected to adversely affect any Kaseya Entity, nothing in this Section 7 shall be deemed to prevent me from: (i) engaging in activities with respect to products or services that are completely unrelated to, and not competitive with the products or services supplied or proposed to be supplied by any Kaseya Entity at the time of my termination; or (ii) engaging in activities or working in a capacity that is: (A) completely unrelated to, and (B) not competitive with my work for any Kaseya Entity.

(e) If I breach any provision of this Section 7, then the duration of such provision shall be extended for the time period during which I am found to have been in breach.

(f) I acknowledge and agree that the provisions in this Section 7: (i) are not unreasonably restrictive; (ii) do not preclude me from earning a living either before or after my employment with Company; and (iii) are not overly broad and are narrowly tailored to protect legitimate Company interests of which I am aware. Accordingly, I agree that this Section 7 should be enforced in accordance with its terms. If, notwithstanding the foregoing, the terms of this Section 7 are found to be contrary to applicable law by a competent authority and the law allows for modification of this Section by such authority (e.g. "blue pencil" authority), then this section should be modified by such competent authority to make it as close to the agreed upon terms as stated while being enforceable under applicable law. If notwithstanding the foregoing, I reside in a jurisdiction where this Section 7 is

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initials: PDK

(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), whether patentable or not, during the term of my employment with the Company. The records will be available to and remain the sole property of the Company at all times.

(d) **Exceptions to Assignment.** I have attached hereto, as Exhibit 1, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business, products, or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine. I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code Section 2870 or the Revised Code of Washington Section 49.44.140. I will advise the Company promptly in writing of any inventions that I believe meet the criteria in California Labor Code Section 2870 or the Revised Code of Washington Section 49.44.140 and are not otherwise disclosed on Exhibit 1.

4. **Return of Documents and Property.** I agree that I will deliver immediately to the Company upon its request, or upon termination of employment with the Company, all equipment, property, materials, plans, documents or other written or computer material, software or firmware, or copies of the same, belonging to the Company, or any of its customers, and all material containing Confidential Information and all Inventions within my possession or control, and I will not retain or use any Confidential Information (including documents, information, and knowledge created, conceived, discovered, or developed by me during the course of my employment with Kaseya). I acknowledge all such materials are, and will always remain, the exclusive property of the Company.

5. **Conflicting Employment.** I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.

6. **Notification of New Employer.** In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new or potential employer about my rights and obligations under this Agreement.

7. **Non-Solicitation and Non-Compete.**

(a) Unless I am employed in California, as a condition of my employment or continued employment and access to Kaseya confidential information and customers, I agree that during the term of my employment and for a period of twelve (12) months after the termination of my employment with the Company for any reason, whether voluntary or involuntary, whether with or without cause, I will not, directly or indirectly, in any capacity on behalf of myself, or on behalf of any other person, firm, corporation, or other business entity, without the Company's prior written approval:

Please initial below indicating that you have read and agree to these Terms:

Initials: PPK

found to be contrary to or prohibited by applicable law by a competent authority and such law does not allow for the modification of this Section by the competent authority (e.g. "blue pencil" authority), then this Section shall not apply to me and shall be deemed to not be part of the Agreement and all other terms of the Agreement shall remain enforceable.

8. Compliance with Company Policies. I agree at all times to act in a professional and courteous manner and comply with all of the Company's policies, conditions, and workplace rules as such may be amended from time to time in the Company's sole discretion including, but not limited to:

- Global Employee Handbook and US Addendum thereto
- Code of Conduct
- Anti-Harassment Policy
- Travel & Expense Policy
- IT Policy
- Substance Abuse Policy
- Variable Compensation Terms & Conditions and applicable Commission Plan

9. Remedies. I acknowledge that a breach or threatened breach of any provisions of this Agreement, including Sections 2, 3, 4, and 7, would cause irreparable injury and damage to the Company, the Kaseya Entities, or their customers, clients, partners, suppliers, vendors, agents, contractors, and consultants, and that the Company is entitled to the entry of a temporary restraining order and permanent injunction by any court of competent jurisdiction to prevent breach or further breach of this Agreement in addition to any other remedy available to the Company at law or in equity.

10. General Provisions.

(a) Entire Agreement. This Agreement, including the Company's policies, conditions, and workplace rules as such may be amended from time to time in the Company's sole discretion, set forth the entire agreement and understanding between the Company and me relating to the subject matter herein and supersede all prior discussions and agreements between us. No modification of or 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 subsequent change or changes in my duties, salary or compensation, including migration to employment for a different Kaseya Entity, will not affect the validity, enforceability, or scope of this Agreement.

(b) No Waiver. The failure of either party to insist on the performance of any of the terms or conditions of this Agreement, or failure to enforce any of the provisions of this Agreement, shall not be construed as a waiver or a relinquishment of any such provision. Any waiver or failure to enforce on any one occasion is effective only in that instance and the obligations of either party with respect of any provision in this Agreement shall continue in full force and effect.

(c) Attorneys' Fees. If any action or suit is instituted to enforce my obligations hereunder, including but not limited to Section 7, the prevailing party shall be entitled to recover from the other party, in addition to any other rights and remedies it may have, all reasonable attorneys' fees and costs of litigation.

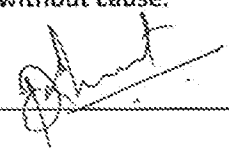
(d) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, the Kaseya Entities, their successors, and their assigns.

Please initial below indicating that you have read and agree to these Terms:

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(e) Severability. 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.

By signing below, I acknowledge that I have read and understand the foregoing terms, and I voluntarily agree to these terms as a condition of my employment with the Company. I also acknowledge and agree that in accordance with the terms of this Agreement, I have obligations that will survive and continue to be binding after my employment relationship with the Company terminates. I further understand that violations of this Agreement could result in disciplinary action, up to and including termination. I understand that this Agreement does not form an express or implied contract of employment and that my employment is "at-will", meaning that the Company and I have the right to terminate my employment at any time with or without cause.

Signature of Employee: 

Print Name of Employee: PRAKASH KHOT

Date: 04/08/14

Please initial below indicating that you have  
read and agree to these Terms:

Initials: .....

Exhibit 1

LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description
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\_\_\_\_\_ No inventions or improvements

\_\_\_\_\_ Additional Sheets Attached

Signature of Employee: \_\_\_\_\_

Print Name of Employee: PRAKASH KHAT

Date: 04/08/14