

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT ARONSSON	04/29/2011
RECEIVING PARTY DATA	
Name:	Kaseya International Limited
Street Address:	One Custom House Plaza
Internal Address:	IFSC
City:	Dublin 1
State/Country:	IRELAND
Postal Code:	.
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14722282
CORRESPONDENCE DATA	
Fax Number:	(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>	
Phone:	(617) 542-5070
Email:	apsi@fr.com
Correspondent Name:	DENIS G. MALONEY
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	40159-0003001
NAME OF SUBMITTER:	MARIE G. CALLINA
SIGNATURE:	/Marie G. Callina/
DATE SIGNED:	05/18/2017
Total Attachments: 12	
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EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered as of April 29, 2011 (the "Effective Date") by and between Intellipool, AB, a Swedish company with offices at: Skönsbergsvägen 3, 856 41 Sundsvall Sweden (the "Company"), and the undersigned individual ("Employee").

RECITALS

A. The Company is engaged in the global business of developing, marketing, supporting, and selling network monitoring software, technology, services and related, consulting, education, IT and professional services (the "Business").

B. As a condition of Employee's past, present or future status as a shareholder, officer, director, employee or independent contractor (any of the foregoing deemed an "Association") of the Company, and in consideration of Employee's access to Confidential Information, and Employee's receipt of the compensation previously, now or hereafter paid to Employee by Intellipool in any capacity and effective from the earliest of Employee's first Association with Intellipool, Employee and Intellipool agree to the following provisions:

1. **EMPLOYMENT; TERM.** The Company shall employ Employee, and Employee accepts employment from the Company, on the terms and conditions set forth in this Agreement. Employee's employment shall be a Continuous Employment according to Swedish labor laws ("*Tillsvidareanställningsavtal*" enligt lagen om anställningsskydd, SFS 1982:80). However, the parties have agreed that the employment shall last a minimum of four (4) years.

2. **POSITION AND DUTIES.**

2.1. **Generally.** Employee initially shall serve the Company in the position of Senior Software Engineer. Employee's responsibilities in such capacity shall be as determined from time to time by the Board of Directors, Chief Executive Officer, President or other officials of the Company senior to and having authority over Employee. Employee from time to time may be assigned such other related position(s) and title(s) given, on the location in Sundsvall, Sweden, and exercise in connection therewith such other management authority in other areas of the Company's business and affairs, as may be assigned to Employee.

REDACTED

REDACTED

3. **COMPENSATION.** Effective as of April 29, 2011, the Company shall pay Employee the following compensation:

REDACTED

4. **EXPENSES.** In accordance with the Company's expense policies and procedures, as

REDACTED

REDACTED

5. TERMINATION OF EMPLOYMENT.

REDACTED

5.3. Termination by Company.

REDACTED

6. Confidential Information and Non-Disclosure.

6.1. **Acknowledgments.** Employee acknowledges (1) the business of the Intellipool Entities (defined as one of its past present or future parents, subsidiaries, affiliates, successors or assigns (including Intellipool); each referred to as a "Intellipool Entity" or collectively as "Intellipool Entities") is both highly specialized and competitive, and (2) information regarding the Intellipool Entities' customers, clients, partners, suppliers, vendors, agents, contractors, consultants, services, methods of operation, technology, products, sales, and the specialized business needs of the Intellipool 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 Intellipool Entities' competitors. Employee acknowledges that all Confidential Information is and shall continue to be the exclusive property of the Intellipool 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 Employee and that all Confidential

Information that Employee will have access to or learn of during their employment will be disclosed to Employee solely by virtue of their employment with the Company and solely for the purpose of assisting Employee in performing my duties for the Company. Employee further understands that misappropriation or unauthorized disclosure or use of such information at any time is prohibited and will cause the Company irreparable injury.

6.2. **Definition.** Employee understands that the term "Confidential Information" refers to all information belonging to, used by, provided by or through, or in possession of any Intellipool 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, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, business strategies, pricing, finances or other business information disclosed to Employee either directly or indirectly in writing, orally, or by drawings or observation.

6.3. **Non-Disclosure.** Employee agrees that Employee will not at any time during his employment with the Company or after such employment for a period that is the longer of: the time that the Confidential Information in question is of value to the Company and seven (7) years (and indefinitely with respect to any trade secrets in any case), 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, Employee agrees to use the highest degree of care in safeguarding Confidential Information against loss, theft or inadvertent disclosure. Further, if Employee anticipates or should reasonably anticipate a judicial or administrative process will require Employee to disclose Confidential Information, then Employee 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.

6.4. **Former Employer Information.** Employee agrees that Employee will not, during their 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 Employee 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.

7. **Inventions.**

7.1. **Assignment of Inventions.** Employee agrees that Employee has made full disclosure to the Company and will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company, or its designee, all 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 Employee 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 my Association with the Company, including, but not limited to Intellipool Network Monitoring (collectively referred to as "Inventions"), except as provided in Section 3(d) below. Employee further acknowledges 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 their employment with the Company and which are protectible by copyright are "works made for hire" if not otherwise deemed so by law. All such Inventions shall be and remain the sole property of the Company. Employee hereby assigns to the Company all of their rights, title and interest in and to any such Inventions, whether or not such Inventions may be reduced to practice during the period of their employment. Employee understands and agrees that the decision whether or not to commercialize or market any invention developed by Employee 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 Employee as a result of the Company's efforts to commercialize or market any such invention.

7.2. Patent and Copyright Registrations. Employee further agrees 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. Employee further agrees that my obligation to execute or cause to be executed, when it is in Employee's power to do so, any such instrument or papers shall continue after the termination of this Agreement.

7.3. Maintenance of Records. Employee agrees to reasonably help the Company keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others), whether patentable or not, during the term of their employment with the Company. The records will be available to and remain the sole property of the Company at all times.

7.4. Exceptions to Assignment. Employee has attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by Employee prior to their employment with the Company (collectively referred to as "Prior Inventions"), which belong to Employee, 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, Employee represents that there are no such Prior Inventions. If in the course of their employment with the Company, Employee incorporates into a Company product, process or machine a Prior Invention owned by Employee or in which Employee has 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.

8. Return of Documents and Property. Employee agrees that Employee will deliver immediately to the Company upon its request, or upon termination of employment with the Company, all Confidential Information and all Inventions in their possession or control and any

other property belonging to the Company. Employee acknowledges all such materials are, and will always remain, the exclusive property of the Company.

9. **Conflicting Employment.** Employee agrees that, during the term of their employment

REDACTED

10. **Notification of New Employer.** In the event that Employee leaves the employ of the Company, Employee hereby grants consent to notification by the Company to their new or potential employer about their rights and obligations under this Agreement.

11. **Non-Solicitation and Non-Compete.**

11.1. As a condition of Employee's employment or continued employment and access to Confidential Information and customers, Employee agrees that during the term of their employment and for a period of twelve (12) months after the termination of their employment

REDACTED

REDACTED

12. **Compliance with Company Policies.** Employee agrees at all times to act in a

REDACTED

REDACTED

13. **OTHER AGREEMENTS.** Employee hereby represents that Employee is not subject to any other agreement that Employee will violate by signing or performing this Agreement; and Employee agrees that in the performance of Employee's services for Company, Employee shall not violate any agreement(s) that Employee may have with any prior employer(s). Employee shall disclose the existence and terms of this Agreement to any employer that Employee may work for during the term of this Agreement (which employment is not hereby authorized) or after the termination of Employee's employment at the Company.

14. RELEASE

14.1. Employee represents and acknowledges that as of the Effective Date Employee (a) has been paid all amounts owed by Intellipool as a result of employment with Intellipool or otherwise; (b) has not suffered any unreported workplace injury during his/her employment with Intellipool and (c) is not entitled to any compensation from Intellipool.

14.2. Employee for himself/herself, his/her personal representatives, heirs, executors, administrators, and assigns, hereby fully and forever RELEASES, DISCHARGES, and holds harmless from any liability, Intellipool and its past, present and future owners, administrators, officers, representatives, employees, and agents, in their official and individual capacities, from any and all causes of action or claims, including, but not limited to, any claims Employee may have arising under any laws, statutes or common law cause of action, including any action based on any contract between Employee and Intellipool, and from any claims for attorneys' fees, costs, expenses, and any and all other damages, whether known or unknown, which Employee ever had, now has, hereafter may have, or claims to have against any of the above named entities or persons, on account of or in any way arising out of or resulting directly or indirectly from his/her employment or the performing by Employee of any services for Intellipool, or his/her compensation, commissions, if any, or benefits relating thereto through the Effective Date of this Agreement. Employee further agrees that Employee has not filed and will not file any claims or suits for those claims hereby released and that any such claims or suits will be considered a breach of this Agreement. Further, if Employee has filed or anytime in the future files a charge or claim based on any claim released herein or if any agency pursues a claim on Employee's behalf, Employee agrees that Employee hereby releases any right to and will not accept any damages or other legal or equitable relief that may result from that charge or claim. The parties understand and agree that this release does not affect any rights not waivable by law.

15. MISCELLANEOUS PROVISIONS.

15.1. **No Third-Party Beneficiaries.** This Agreement will not confer any rights or remedies upon any person or party other than Company and Employee.

15.2. **Successors and Assigns.** This Agreement is entered based on the personal abilities, skills and experience of Employee, who, accordingly, may not assign Employee's rights or delegate Employee's responsibilities hereunder. The Company may assign

this Agreement only (1) to a parent, subsidiary or commonly-controlled entity, or (2) in connection with the sale or other disposition of the Business or substantially all of the assets of the Company. Any assignment in contravention of this Section 14.2 will be void. No such assignment shall relieve the assigning party of its liability arising under this Agreement to the other party hereto.

15.3. **Notices.** All notices shall be made according to the stipulations of the Swedish labor laws.

15.4. **Dispute Resolution.**

15.4.1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Sweden applicable to contracts made and to be performed in Sweden without reference to choice of law principals.

15.4.2. **Injunctive Remedies.** In the event a breach or threatened breach of Section 6-9 and/or 11 of this Agreement, the non-breaching party or its successors or assigns, in addition to other rights and remedies existing in their favor, shall have the right to seek and obtain a decree of specific performance and/or such temporary, preliminary or permanent injunctive or other equitable relief as may be necessary to enforce, or prevent any actual or threatened violation by the other party of any or all of the provisions of Section 6-9 and/or 11 of this Agreement, without being required to demonstrate the absence of an adequate remedy at law, and without being required to post a bond or other security.

15.5. **No Presumption.** This Agreement or any section or provision hereof will not be construed against any party due to the fact that such Agreement or any section thereof was drafted by such party.

15.6. **Section Headings.** The section headings set forth in this Agreement are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.

15.7. **Amendments.** No waiver or modification of any of the express terms or conditions of this Agreement shall be enforceable unless the waiver or modification is in writing and signed by the party against whom it is asserted. Each of the parties irrevocably waives any claim of an oral waiver or modification of any of the express terms or conditions of this Agreement.

15.8. **Severability.** If any provision of this Agreement should be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement, unless it so substantially changes the terms and conditions of the overall Agreement that the enforcement of this Agreement in the absence of the illegal, void or unenforceable provision would be manifestly unfair or unreasonable.

15.9. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to Employee's employment and Employee's and the Company's undertakings as contemplated by this Agreement, and supersedes all prior understandings and agreements of the parties (including without limitation any prior correspondence between the parties) with respect to the subject matter of this Agreement.

15.10. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. A party's transmission to the other by fax or other electronic means of a copy of this Agreement (or of the signature page hereof) bearing the transmitting party's signature shall be deemed to be an acceptance of this Agreement, with the same force and effect as if an executed original of this Agreement had been delivered.

15.11. **Representation by Counsel.** The parties acknowledge that they were each represented by separate counsel in connection with this Agreement and agree that no party shall be deemed the drafter or preparer of this Agreement for the purposes of construing any ambiguity. Neither party makes any warranty or representation to the other with respect to the tax consequences of this Agreement, and each party acknowledges that it is relying upon its own independent advisors for advice with respect to such matters.

* * * * *

***THE REST OF THIS PAGE INTENTIONALLY HAS BEEN LEFT BLANK –
SIGNATURES FOLLOW ON THE NEXT PAGE***

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

COMPANY: INTELLIPOOL, AB

By: David Öhlén

Name: David Öhlén

Its: CEO

EMPLOYEE:

Robert Aronsson
(Signature of Employee)

Name of Employee: Robert Aronsson

Employee's Principal Address:

Robert Aronsson
Prästhusvägen 52
855 90 Sundsvall

Exhibit A

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

Title	Date	Identifying Number or Brief Description
Game	2009/2010	PC game developed to my children
SideScene	1997-2000	PC game developed for public release but never released

2 No inventions or improvements

0 Additional Sheets Attached

Signature of Employee: 

Print Name of Employee: ROBERT ARONSSON

Date: 2017-04-20