

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4483982

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
RESUBMIT DOCUMENT ID:	504414297
CONVEYING PARTY DATA	
Name	Execution Date
Pradeep Reddy	12/06/2013
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:	14722369
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:	40159-0006001
NAME OF SUBMITTER:	MARIE G. CALLINA
SIGNATURE:	/Marie G. Callina/
DATE SIGNED:	06/29/2017
Total Attachments: 8	
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Kaseya Software India Pvt. Ltd
S Neil Rao Tech Park, Plot no. 118, Road no. 3, EPIP Phase - I, White field, Bangalore – 560066

CONFIDENTIAL

Mr. Pradeep Reddy
D1703; Ramky Towers
PJR nagar
Gachibowli
Hyderabad - 500032
Andhra Pradesh
India

Dear Pradeep Reddy

This is further to your application and subsequent interview with Kaseya Software India Private Limited ("we," "us" or "Company"), we have pleasure in appointing you as a Principal Member Technical Staff (PMTS) in our company based at Hyderabad.

1. Date of Appointment

REDACTED

2. Salary / Compensation

REDACTED

3. Probationary period

REDACTED

4. Medical Scheme

REDACTED

5. Salary Review

REDACTED

6. Service Requisites

REDACTED

7. Travel

REDACTED

8. Transfer and Compliance with Company Policies

REDACTED

9. Confidential Information and Proprietary Rights

A. CONFIDENTIAL INFORMATION

- 1) Much of the work undertaken by the Company is highly confidential and in the course of your employment you will inevitably receive highly confidential information. You shall not either during your employment (other than in the proper course of your duties and for the benefit of the business) or after your employment has ended for any reason whatsoever:
 - a. use, disclose or communicate to any person any Confidential Information which you shall have come to know or have received or obtained at any time (before or after the date of this Agreement) by reason of or in connection with your service with the Company; or
 - b. copy or reproduce in any form or by or on any media or device or allow others access to or to copy or reproduce recorded information whether or not in documentary form ("Documents") containing or referring to Confidential Information.
- 2) All Confidential Information whether in your control or possession or not is and shall at all times remain the absolute property of the Company or of the relevant entity within the Company, and you undertake, both during your employment and afterwards:
 - a. to exercise due care and diligence to avoid any unauthorised publication, disclosure or use of Confidential Information and any Documents containing or referring to it;
 - b. on request and in any event on termination to deliver up any Confidential Information (including all copies of all Documents whether or not lawfully made or obtained) or to delete Confidential Information from any re-useable medium; and

- c. to do such things and sign such documents at the expense of the Company as shall be reasonably necessary to give effect to this clause and/or to provide evidence that it has been complied with.
- 3) The restrictions in this Section will not restrict you from disclosing (but only to the proper recipient) any Confidential Information which you are required to disclose by law or any order of the court or any relevant regulatory body provided that you shall unless required by law have given prior written notice to the Company of the requirement and of the information to be disclosed and allowed the Company an opportunity to comment on the requirement before making the disclosure; and
- 4) Confidential Information includes any information which may be imparted in confidence or be of a confidential nature relating to the business or prospective business or internal affairs of the Company its parent and their affiliates and their customers, agents or partners and to any subsidiaries or holding companies of the Company, its parent and their affiliates or their customers, agents or partners (the "Group") and in particular all information relating to the performance, structure, operation and marketing or sales of the Company including, but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, costs, customer information, procedures, proposed products, business systems, lists of clients, pricing structures, names and addresses of marketing contacts, service and product information including details of any processes, data, programs, computer models, software or other systems utilised by the business, know-how, trade secrets, and any other commercial, financial or technical information relating to the Group.
- 5) Your agreement with the Company in this clause is for itself and as trustee for any company or entity within the Group, to whose Confidential Information you have access.

B. PROPRIETARY RIGHTS

- 1) Any inventions, discoveries, improvements, ideas, designs, or business methods ("Inventions") developed or created by you, individually or jointly, during the period of your employment with the Company, shall be promptly and fully disclosed to the Company and, whether or not so disclosed, shall be the property of the Company throughout all jurisdictions and in all parts of the world, together with all rights to apply for and obtain patents in respect of any aspect of the Inventions. The rights of the Company stated above shall only apply to Inventions that are any of the following (a) relate (i) to the business of the Company and/or the Group or (ii) to the Company's and/or the Group's actual or demonstrably anticipated research or development, or (b) result from any work performed by you for the Company and/or the Group, or (c) are developed or created by using any equipment, supplies, facilities, personnel, or confidential information of the Company and/or the Group (in whole or in part), or (d) are developed or created during normal working hours (in whole or in part).
- 2) Except with the prior written approval of the Company, you will refrain (during the term of your employment with the Company and thereafter) from

submitting for publication or publishing any information with respect to any such Invention.

- 3) Any copyright work, design or database developed or created by you, individually or jointly, during the period of your employment, shall be the property of the Company whether or not the work was made at the direction of the Company or was intended for the Company and all copyright, design right, database right and similar intellectual property in such works shall belong absolutely to the Company throughout all jurisdictions and in all parts of the world, together with all rights of registration, extensions and renewal (where relevant). The rights of the Company stated above shall only apply to copyright, design right, database right and similar intellectual property in works that are any of the following: (a) relate (i) to the business of the Company and/or the Group or (ii) to the Company's and/or the Group's actual or demonstrably anticipated research or development, or (b) result from any work performed by you for the Company and/or the Group, or (c) are developed or created by using any equipment, supplies, facilities, personnel, or confidential information of the Company and/or the Group (in whole or in part), or (d) are developed or created during normal working hours (in whole or in part).
- 4) To the extent that such copyright, design right, database right and similar intellectual property (including in respect of works created in the future) is not otherwise vested in the Company, you hereby assign the same to the Company.
- 5) You recognise and accept that the Company may edit, copy, add to, take from, adapt, alter and translate the product of your services in exercising its rights.
- 6) All trademarks developed or created by you during the period of your employment with respect to any goods or services of the Company and/or the Group shall be owned by the Company throughout all jurisdictions and in all parts of the world, together with all rights to apply for and obtain trade mark registrations.
- 7) To the full extent permitted by law, you irrevocably and unconditionally waive any provision of law known as "moral rights". You give this waiver in favour of the Company and its designees in title to and licensees of the copyright, design right and database right in such works (whether existing or future).
- 8) You agree that you will at the Company's request and expense, execute such further documents or deeds and do all things necessary or reasonably required to confirm and substantiate the rights of the Company hereunder during the term of your employment and after the termination of this Agreement for any reason. In the event that the Company is unable to secure your signature to any document required for such procurement, maintenance, protections, assignment, or enforcement, you hereby irrevocably appoint and authorize the Company and its selected counsel to act as agent and attorney-in-fact or under a Power of Attorney as necessary to act on your behalf, to execute and file any such document, and to do all other acts to further such procurement, maintenance, protections, assignment or enforcement with the same legal force and effect as if executed by you.

9) You agree that you will not at any time make use of, disclose or exploit the Company's property, trademarks, service marks, documents, materials or information in which the Company or any Group Company owns (wholly or partially) the copyright, design right or database right (or similar forms of intellectual property protection) for any purpose which has not been authorised by the Company.

10) You will assist the Company, during the term of your employment with the Company and thereafter, in the procurement, maintenance, protections, assignment, and enforcement of the Company's rights with respect to such Inventions.

C. INJUNCTIVE RELIEF. The parties acknowledge that the breach of any part of Section 9 of this Agreement by you will result in irreparable injury to Company for which monetary damages alone would not be an adequate remedy. Therefore, the parties agree that in the event of a breach or threatened breach of any part of Section 9 of this Agreement, Company shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond or proving the inadequacy of monetary damages. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

10. Retirement

REDACTED

11. Conflict of interest

REDACTED

12. Termination For Cause

REDACTED

13. Certificates

REDACTED

14. Notice Period

REDACTED

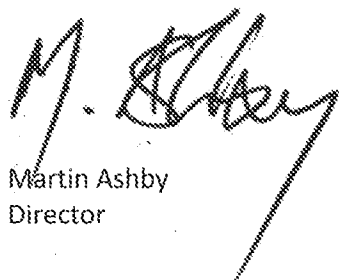
15. Separation

At the time of retirement or termination or resignation, you will immediately hand over to the Company all the possessions of the Company including documentations, correspondence, data analysis, software, intellectual property rights, badge etc. and you shall not make or retain any copies of these items.

16. Entire Agreement and Governing Law

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 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 will not affect the validity, enforceability, or scope of this Agreement. The Agreement will be construed in accordance with and governed by the Laws of India and each party agrees to submit to the exclusive jurisdiction of the courts in the city of Bengaluru, India.

Yours Sincerely,
For Kaseya Software India Private Limited



Martin Ashby
Director

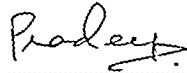
Acceptance

The provisions of this letter of employment have been read and understood and the offer is here with accepted. I understand that my employment is contingent upon completion of customary backgrounds check and professional reference check.

I undertake to keep all information confidential whether shared or gained during my stay with the organization

06 Dec, 2013

Date:



Signature:

PRADEEP REDDY

Print Name:

Compensation Breakup Exhibit**REDACTED**