### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5081657

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DAVID SENECAL	05/10/2018
ANDREW KAHN	05/10/2018
ORY SEGAL	05/14/2018
ELAD SHUSTER	05/10/2018
HONGDUC NGUYEN	12/13/2016

#### **RECEIVING PARTY DATA**

Name:	Akamai Technologies, Inc.
Street Address:	150 Broadway
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15973585

#### **CORRESPONDENCE DATA**

**Fax Number:** (617)444-3001

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.

**Phone:** 617-444-2906

Email: docket@akamai.com

Correspondent Name: AKAMAI TECHNOLOGIES INC.

Address Line 1: 150 BROADWAY

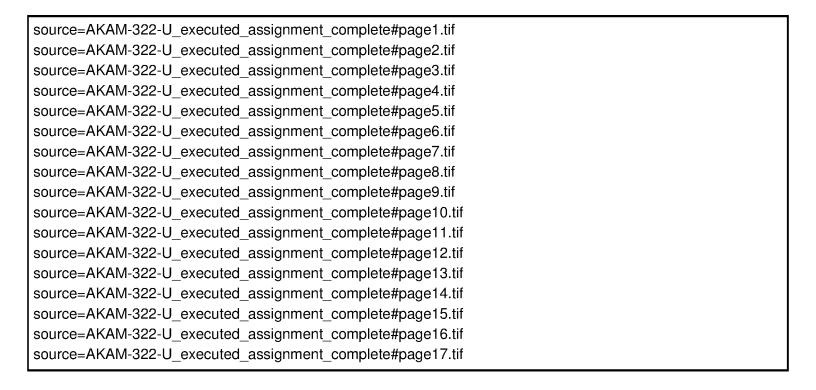
Address Line 2: ATTN: CAROL NICOLORA/LEGAL

Address Line 4: CAMBRIDGE, MASSACHUSETTS 02142

NAME OF SUBMITTER:  CAROL A. NICOLORA  SIGNATURE:  /Carol A. Nicolora/  08/03/2018	ATTORNEY DOCKET NUMBER:	AKAM-322-U
	NAME OF SUBMITTER:	CAROL A. NICOLORA
DATE SIGNED: 08/03/2018	SIGNATURE:	/Carol A. Nicolora/
	DATE SIGNED:	08/03/2018

**Total Attachments: 17** 

PATENT REEL: 046548 FRAME: 0156



PATENT REEL: 046548 FRAME: 0157 Atty: Docket No.: AKAM-322-U ASSIGNMENT

Application No.: 15/973,585

#### ASSIGNMENT

We, <u>DAVID SENECAL</u>, of SANTA CLARA, CA; <u>ANDREW KAHN</u> of SAN FRANCISCO, CA and <u>ELAD SHUSTER</u>, of HERZLIYA, ISRAEL, in consideration of One Dollar and other valuable consideration paid to us by

#### Akamai Tecanologies, Inc.

a corporation having a place of business at 150 Broadway, Cambridge MA 02142, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign and transfer unto said

#### Akamai Technologies, Inc.

its successors and assigns, our entire right, title, and interest for the United States of America and all foreign countries including all rights of priority under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, or otherwise, in the application(s) for Letters Patent identified as

Title:	Bot detection in an edge network using Transport Layer Security (TLS) fingerprint
Application No.	15/973,585
Filing Date:	May 5, 2018
Filed In:	United States Patent & Trademark Office

and in all inventions and all improvements described in said application(s), and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said inventions and improvements, or any parts thereof, or on said application(s), or on any non-provisional, divisional, continuation, continuation-in-part, reissue or other applications based in whole or in part thereon. And we agree, for ourselves and our executors and administrators, with said corporation and its successors and assigns but at its or their expense and charges, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of Letters Patent in the United States and in all other countries to said corporation, with specifications and claims in such form as shall be approved by the counsel of said corporation and to vest and confirm in said corporation, its successors and assigns, the legal title to all such Letters Patent.

And we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue such Letters Patent (and other foreign patent offices to issue such Letters Patent) as shall be granted upon said application(s) or applications based thereon to said corporation, its successors and assigns.

This assignment is effective, now for then, as of the respective filing date of the above-referenced application(s).

[SIGNATURE ON NEXT PAGES]

Atty. Docket No.: AKAM-322-U Application No.: 15/973,585

# ASSIGNMENT

Name Of Inventor:	David Senecal
Inventor's Signature:	
Date:	May 10, 2018
Residence City, State, Country:	Santa Clara, CA, USA
Mailing Address:	c/o Akamai Technologies, Inc. 150 Broadway Cambridge, MA 02142

Name Of Inventor:	Andrew Kahn
Inventor's Signature:	
Date;	May 10, 2018
Residence City, State, Country:	San Prancisco, MA, USA
Mailing Address:	c/o Akamai Technologies, Inc. 150 Broadway Cambridge, MA 02142

Name Of Inventor:	Elad Shuster
Inventor's Signature:	
Date:	May 10, 2018
Residence City, State, Country:	Herzliya, Israel
Mailing Address:	c/o Akamai Technologies, Inc. 150 Broadway Cambridge, MA 02142

Atty. Docket No.: AKAM-322-U Application No.: 15/973,585

#### **ASSIGNMENT**

We, <u>DAVID SENECAL</u>, of SANTA CLARA, CA; <u>ANDREW KAHN</u> of SAN FRANCISCO, CA and <u>ELAD SHUSTER</u>, of HERZLIYA, ISRAEL, in consideration of One Dollar and other valuable consideration paid to us by

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Title:	Bot detection in an edge network using Transport Layer Security (TLS) fingerprint
Application No.	15/973,585
Filing Date:	May 5, 2018
Filed In:	United States Patent & Trademark Office

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This assignment is effective, now for then, as of the respective filing date of the above-referenced application(s).

[SIGNATURE ON NEXT PAGES]

Atty, Docket No.: AKAM-322-U Application No.: 15/973,585

Name Of Inventor:	David Senecal
Inventor's Signature:	
Date:	May 10, 2018
Residençe City, State, Country:	Santa Clara, CA, USA
Mailing Address:	c/o Akamai Technologies, Inc. 150 Broadway Cambridge, MA 02142

Andrew Kahn
Andrew Vin
May 10, 2018
San Francisco, MA, USA
c/o Akamai Technologies, Inc. 150 Broadway Cambridge, MA 02142

Q Page 3, of 3

Name Of Inventor:	Elad Shuster
Inventor's Signature:	
Date:	May 10, 2018
Residence City, State, Country:	Herzliya, Israel
Mailing Address:	c/o Akamai Technologies, Inc. 150 Broadway Cambridge, MA 02142

Atty. Docket No.: AKAM-322-U **ASSIGNMENT** 

Application No.: 15/973,585

#### **ASSIGNMENT**

I, **ORY SEGAL**, of HERZLIYA, ISRAEL, in consideration of good and valuable consideration paid to me by

#### Akamai Technologies, Inc.

a corporation having a place of business at 150 Broadway, Cambridge MA 02142, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign and transfer unto said

#### Akamai Technologies, Inc.

its successors and assigns, our entire right, title, and interest for the United States of America and all foreign countries including all rights of priority under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, or otherwise, in the application(s) for Letters Patent identified as

Title:	Bot detection in an edge network using Transport
	Layer Security (TLS) fingerprint
Application No.	15/973,585
Filing Date:	May 8, 2018
Filed In:	United States Patent & Trademark Office

and in all inventions and all improvements described in said application(s), and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said inventions and improvements, or any parts thereof, or on said application(s), or on any nonprovisional, divisional, continuation, continuation-in-part, reissue or other applications based in whole or in part thereon. And I agree, for myself and my executors and administrators, with said corporation and its successors and assigns but at its or their expense and charges, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of Letters Patent in the United States and in all other countries to said corporation, with specifications and claims in such form as shall be approved by the counsel of said corporation and to vest and confirm in said corporation, its successors and assigns, the legal title to all such Letters Patent.

And I do hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue such Letters Patent (and other foreign patent offices to issue such Letters Patent) as shall be granted upon said application(s) or applications based thereon to said corporation, its successors and assigns.

This assignment is effective, now for then, as of the respective filing date of the abovereferenced application(s).

[SIGNATURES ON NEXT PAGES]

Page 1 of 2 REEL: 046548 FRAME: 0164

Name Of Inventor:	Ory Segal
Inventor's Signature:	
Date:	May 14, 2018
Residence City, State, Country:	Herzliya, Israel
Mailing Address:	c/o Akamai Technologies, Inc.
	150 Broadway
	Cambridge, MA 02142

Atty. Docket No.: AKAM-322-U Application No.: 15/973,585

#### ASSIGNMENT

We, <u>DAVID SENECAL</u>, of SANTA CLARA, CA; <u>ANDREW KAHN</u> of SAN FRANCISCO, CA and <u>ELAD SHUSTER</u>, of HERZLIYA, ISRAEL, in consideration of One Dollar and other valuable consideration paid to us by

#### Akamai Technologies, Inc.

a corporation having a place of business at 150 Broadway, Cambridge MA 02142, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign and transfer unto said

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its successors and assigns, our entire right, title, and interest for the United States of America and all foreign countries including all rights of priority under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, or otherwise, in the application(s) for Letters Patent identified as

Title:	Bot detection in an edge network using Transport Layer Security (TLS) fingerprint
Application No.	15/973,585
Filing Date:	May 5, 2018
Filed In:	United States Patent & Trademark Office

and in all inventions and all improvements described in said application(s), and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said inventions and improvements, or any parts thereof, or on said application(s), or on any non-provisional, divisional, continuation, continuation-in-part, reissue or other applications based in whole or in part thereon. And we agree, for ourselves and our executors and administrators, with said corporation and its successors and assigns but at its or their expense and charges, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of Letters Patent in the United States and in all other countries to said corporation, with specifications and claims in such form as shall be approved by the counsel of said corporation and to vest and confirm in said corporation, its successors and assigns, the legal title to all such Letters Patent.

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This assignment is effective, now for then, as of the respective filing date of the above-referenced application(s).

[SIGNATURE ON NEXT PAGES]

Name Of Inventor	David Senecal
Inventor's Signature:	
Date:	May 10, 2018
Residence City, State, Country:	Santa Clara, CA, USA
Mailing Address:	c/o Akamai Technologies, Inc. 150 Broadway Cambridge, MA 02142

Name Of Inventor:	Andrew Kalın
Inventor's Signature:	
Date:	May 10, 2018
Residence City, State, Country:	San Francisco, MA, USA
Mailing Address:	c/o Akamai Technologies, Inc. 150 Broadway Cambridge, MA 02142

Name Of Inventor:	Elad Shuster
Inventor's Signature:	J.J.
Date:	May 10, 2018
Residence City, State, Country:	Herzliya, Israel
Mailing Address:	c/o Akamai Technologies, Inc.
	150 Broadway
	Cambridge, MA 02142

#### AKAMAI TECHNOLOGIES, INC.

# PROPRIETARY AND CONFIDENTIAL INFORMATION. DEVELOPMENTS AND NON-SOLICITATION AGREEMENT

This Proprietary and Confidential Information, Developments and Non-Solicitation Agreement is made by and between Akamai Technologies, Inc. ("hereinafter referred to collectively with any of its subsidiaries as the "Company") and However. (the "Employee").

In consideration of the Employee's employment or continued employment with the Company and for other valuable consideration, receipt of which is acknowledged, the Employee agrees as follows:

## 1. <u>Condition of Employment.</u>

The Employee acknowledges that his/her employment and/or the continuance of that employment with the Company is contingent upon his/her agreement to sign and adhere to the provisions of this Proprietary and Confidential Information, Developments, and Non-Solicitation Agreement ("Agreement").

#### 2. <u>Proprietary and Confidential Information</u>,

- (a) The Employee agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning the Company's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of the Company. By way of illustration, but not limitation, Proprietary Information may include discoveries, inventions, products, product improvements, product enhancements, processes, methods, techniques, formulas, compositions, compounds, negotiation strategies and positions, projects, developments, plans (including business and marketing plans), research data, clinical data, financial data (including sales costs, profits, pricing methods), personnel data, computer programs (including software used pursuant to a license agreement), customer and supplier lists, and knowledge of customers or prospective customers of the Company. The Employee will not disclose any Proprietary Information to any person or entity other than employees of the Company or use the same for any purposes (other than in the performance of his/her duties as an employee of the Company) without written approval by an officer of the Company, either during or after his/her employment with the Company, unless and until such Proprietary Information has become public knowledge without fault by the Employee.
- (b) The Employee agrees that all files, documents, letters, memoranda, reports, records, data, sketches, drawings, models, laboratory notebooks, program listings, computer equipment or devices, computer programs or other written, photographic, or other tangible material containing Proprietary Information, whether created by the Employee or others, which shall come into his/her custody or possession, shall be and are the exclusive property of the Company to be used by the Employee only in the performance of his/her duties for the Company and shall not be copied or removed from the Company premises except in the pursuit of the business of the Company. All such materials or copies thereof and all tangible property of the Company in the custody or possession of the Employee shall be delivered to the Company, upon the earlier of (i) a request by the Company or (ii) termination of his/her employment. After such delivery, the Employee shall not retain any such materials or copies thereof or any such tangible property.

Proprietary And Confidential Information, Developments And Non-Solicitation Agreement California

PAT

PATENT REEL: 046548 FRAME: 0169 (c) The Employee agrees that his/her obligation not to disclose or to use information and materials of the types set forth in paragraphs (a) and (b) above, and his/her obligation to return materials and tangible property, set forth in paragraph (b) above, also extends to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to the Employee.

#### 3. <u>Developments.</u>

- (a) The Employee will make full and prompt disclosure to the Company of all inventions, improvements, discoveries, methods, developments, software, and works of authorship, whether patentable or not, which are created, made, conceived or reduced to practice by him/her or under his/her direction or jointly with others during his/her employment by the Company, whether or not during normal working hours or on the premises of the Company (all of which are collectively referred to in this Agreement as "Developments").
- (b) The Employee agrees to assign and does hereby assign to the Company (or any person or entity designated by the Company) all his/her right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications. The Employee also hereby waives all claims to moral rights in any Developments. However, this paragraph 3(b) shall not apply to Developments which do not relate to the present or planned business or research and development of the Company and which are made and conceived by the Employee not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Proprietary Information. The Employee has attached at Attachment 1 a complete list of all Developments to which he/she claims ownership and that he/she desires to remove from the operation of this Agreement, and he/she acknowledges that such list is complete. If no such list is attached to this Agreement, the Employee represents that he/she has no such Developments at the time of signing this Agreement.
- (c) The Employee understands that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this paragraph 3(b) shall be interpreted not to apply to any invention which a court or arbitrator rules and/or the Company agrees falls within such classes. The Employee has been notified and understands that the provisions of paragraph 3(b) do not apply to any Development that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS

OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (I) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER; OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN

# INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER SUBDIVISION (A), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

(d) The Employee agrees to cooperate fully with the Company, both during and after his/her employment with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to Developments. The Employee shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Development. The Employee further agrees that if the Company is unable, after reasonable effort, to secure the signature of the Employee on any such papers, any executive officer of the Company shall be entitled to execute any such papers as the agent and the attorney-in-fact of the Employee, and the Employee hereby irrevocably designates and appoints each executive officer of the Company as his/her agent and attorney-in-fact to execute any such papers on his/her behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described in this sentence.

# 4. <u>Non-Solicitation of Customers or Employees.</u>

- (a) Employee agrees that all customers of Employer, which Employer now or hereafter services during Employee's employment by Employer and all prospective customers from whom Employee has solicited business while in the employ of Employer, shall be solely the customers of Employer. Accordingly, the Employee agrees that while the Employee is employed by the, the Employee will not directly or indirectly solicit business, as to products or services competitive with those of the Company, from any of the Company's customers or prospective customers.
- (b) Employee agrees that the Company has invested substantial time and effort in assembling its present staff and personnel. Accordingly, Employee agrees that for a period of one (1) year after the termination or cessation of employment for any reason, the Employee will not directly or indirectly induce or solicit any of the Company's employees to leave their employment with the Company.

#### 5. Other Agreements.

The Employee hereby represents that, except as the Employee has disclosed in writing to the Company, the Employee is not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of his/her employment with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. The Employee further represents that his/her performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by the Employee in confidence or in trust prior to his/her employment with the Company, and the Employee will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others. The Employee further represents that he/she has returned all property and confidential information belonging to all prior employers. To the extent that Employee has retained any non-confidential and non-proprietary materials and documents of a prior employer, such materials and documents are described in Attachment 1.

Proprietary And Confidential Information, Developments And Non-Solicitation Agreement California

#### 6. No Employment Contract.

The Employee acknowledges that this Agreement does not constitute a contract of employment and does not imply that the Company will continue the Employee's employment for any period of time.

#### 7. Duty to Devote Efforts.

The Employee understands that his/her employment with the Company requires his/her undivided attention and effort. As a result, during his/her employment, he/she will not, without the Company's express written consent, engage in any employment or business other than for the Company, or invest in or assist in any manner any business which directly or indirectly competes with the business or future business plans of the Company, except that he/she may own up to one percent (1%) of the outstanding securities of any such publicly traded company.

#### 8. General Provisions.

- (a) No Conflict. The Employee represents that the execution and performance by him/her of this Agreement does not and will not conflict with or breach the terms of any other agreement by which the Employee is bound (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company).
- (b) Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between the Employee and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Employee and the Company. The Employee agrees that any change or changes in his/her duties, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.
- (c) <u>Interpretation.</u> If any restriction set forth in Section 4 is found by any court or arbitrator of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.
- (d) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision of this Agreement.
- (e) <u>Waiver</u>. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. 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) Acknowledgment of Company's Right to Equitable Remedies. The Employee acknowledges that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and considers the restrictions to be reasonable for such purpose. The Employee agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and that a breach of Sections 2, 3 or 4 would entail inevitable wrongful use or disclosure of Proprietary Information, and therefore, in the event of any such breach, the Employee agrees that the Company, in addition to such other remedies which may be available, shall be entitled to specific performance and other injunctive relief without posting a bond.

- (g) <u>Successors and Assigns.</u> This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation or entity with which or into which the Company may be merged or which may succeed to its assets or business, provided however that the obligations of the Employee are personal and shall not be assigned by the Employee.
- (h) Governing Law, Forum and Jurisdiction. This Agreement shall be governed by and construed as a sealed instrument under and in accordance with the laws of the Commonwealth of Massachusetts.
- (i) <u>Captions</u>. The caption of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope of substance of any section of this Agreement.

THE EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT

Date: 12/13/2016

Employee Signature

Hongdue Naugen Print Name

# **ATTACHMENT 1**

reduced to premove from	following is a complete list of all Developments relevant to the subject matter of my by Akamai Technologies, Inc. (the "Company") that have been made or conceived or first ractice by me or jointly with others prior to my employment by the Company that I desire to the operation of the Company's Proprietary and Confidential Information, Developments licitation Agreement:
	No developments or improvements.
	See below:
2. I propemployer:	pose to bring to my employment the following materials and documents of a former
	No materials or documents.
<u> </u>	See below:
Date:	2/13/7516 Employee Signature
	Print Name Name

Proprietary And Confidential Information, Developments And Non-Solicitation Agreement California