## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5482655

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
PIOTR SIKORA	10/16/2012

## **RECEIVING PARTY DATA**

Name:	CLOUDFLARE, INC.
Street Address:	101 TOWNSEND ST.
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94107

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14964491

## **CORRESPONDENCE DATA**

#### Fax Number:

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: 4086750441 matt@ndwe.com

**Correspondent Name:** MATTHEW NICHOLSON **Address Line 1:** 99 ALMADEN BLVD.

Address Line 2: SUITE 710

Address Line 4: SAN JOSE, CALIFORNIA 95113

ATTORNEY DOCKET NUMBER:	8906P044
NAME OF SUBMITTER:	MATTHEW N. NICHOLSON
SIGNATURE:	/Matthew N. Nicholson/
DATE SIGNED:	04/18/2019

## **Total Attachments: 5**

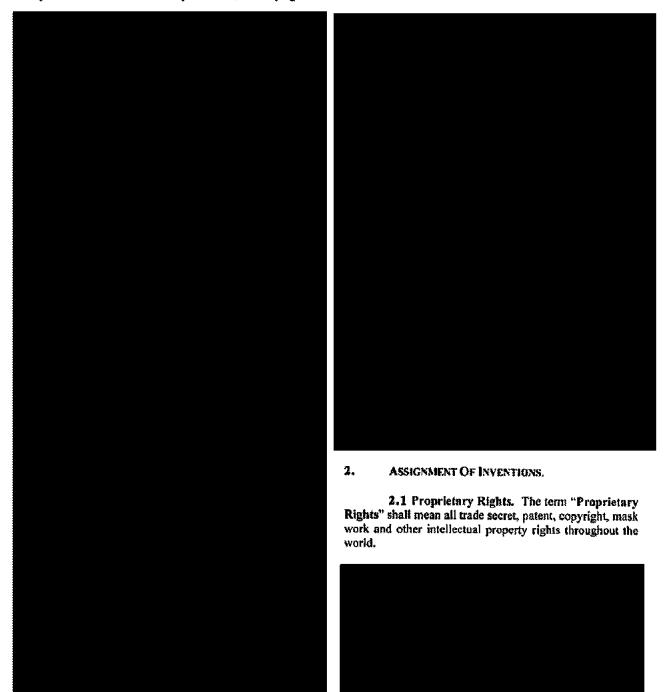
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PATENT 505435855 REEL: 048946 FRAME: 0130

# CLOUDFLARE, INC.

# EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

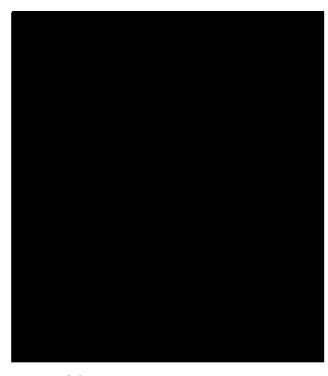
In consideration of my employment or continued employment by CLOUDFLARE, INC. (the "Company"), and the compensation now and hereafter paid to me, I hereby agree as follows:



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PATENT REEL: 048946 FRAME: 0131



- 2.3 Assignment of Inventions. Subject to Sections 2.4, and 2.6. I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "Company Inventions."
- 2.4 Nonassignable Inventions. This Agreement does not apply to an Invention which qualifies fully as a nonassignable Invention under Section 2870 of the California Labor Code (hereinafter "Section 2870"), If applicable now or at anytime in the future. I have reviewed the notification on Exhibit A (Limited Exclusion Notification) and agree that my signature acknowledges receipt of the notification.
- 2.5 Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the

Company all patent applications filed by me or on my behalf within a year after termination of employment. At the time of each such disclosure, i will advise the Company in writing of any inventions that I believe fully qualify for protection under Section 2870; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to inventions that qualify fully for protection under the provisions of Section 2870. I will preserve the confidentiality of any Invention that does not fully qualify for protection under Section 2870.

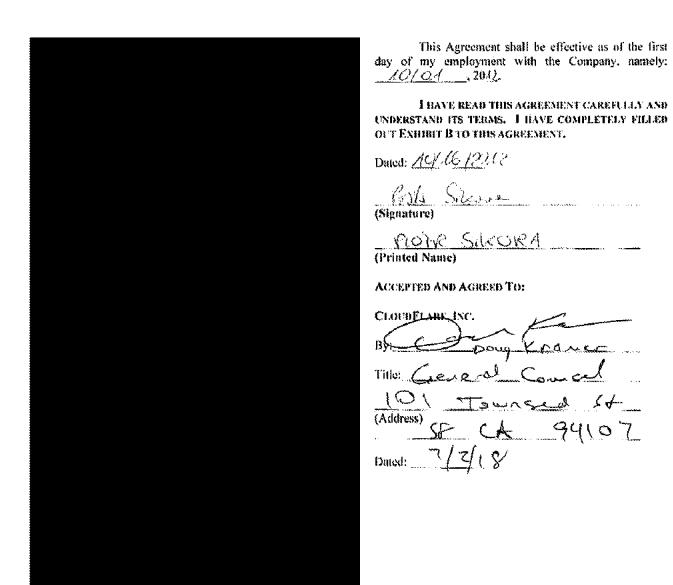
- 2.6 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by the Company.
- 2.7 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).
- 2.8 Enforcement of Proprietary Rights, | will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

in the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to

execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

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#### EXHIBIT A

#### LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTHEY you in accordance with Section 2872 of the California Labor Code, if applicable now or in the future, that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

- 1. Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or
  - 2. Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

1 ACKNOWLEDGE RECEIPT of a copy of this notification.

By: POYS SWORA
(PRINTED NAME OF EMPLOYEE)

Date: 10/16/2012

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RECORDED: 04/18/2019