

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8199489

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	EMPLOYEE AGREEMENT AND NDA
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MIHIN SUMARIA	01/16/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KAYAK SOFTWARE CORPORATION
<b>Street Address:</b>	7 MARKET STREET
<b>City:</b>	STAMFORD
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06902
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17470595
<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>	+1 (202) 626-6397
<b>Email:</b>	apsi@fr.com
<b>Correspondent Name:</b>	JOEL D. COUENHOVEN
<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>	48878-0042001
<b>NAME OF SUBMITTER:</b>	ALISSA TIZZANO
<b>SIGNATURE:</b>	/Alissa Tizzano/
<b>DATE SIGNED:</b>	10/02/2023
<b>Total Attachments: 9</b>	
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**PATENT**

**REEL: 065100 FRAME: 0766**

## EMPLOYEE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

1. This Agreement (the "Agreement") between KAYAK Software Corporation ("KAYAK") and Mihin Sumaria ("Employee") is an important part of the terms of Employee's employment with KAYAK, which is involved in an extremely competitive industry in which confidentiality and customer goodwill are valuable assets. Employee understands and acknowledges the importance of those assets, and agrees to the obligations herein as part of Employee's employment relationship with KAYAK.
2. As part of Employee's employment at KAYAK, Employee will receive Confidential Information relating to KAYAK and its business and customers. Receipt of that Confidential Information is necessary for the performance of Employee's duties and its disclosure to any competitor or other third party could damage KAYAK.
3. "Confidential Information" shall mean any proprietary or non-public information concerning KAYAK's organization, personnel, business, business plans, strategy, technology, or finances of KAYAK or its customers, vendors or business partners, or of any third party, which KAYAK is obligated to keep confidential. Confidential Information shall include, but is not limited to, trade secrets, proprietary or confidential information relating to released and unreleased products and services, designs, methods, formulas, drafts of publications, research, know-how, techniques, systems, databases, processes, software programs or code, developments or experimental work, intellectual property, works of authorship, customer lists and/or customer information, suppliers, business practices or plans, marketing plans, financial information, sales techniques, pricing information and pricing methods, projects, KAYAK's salary and/or pay rates, other KAYAK personnel information, and all other plans and proposals and any other information or documents that KAYAK reasonably regards as being confidential and is not generally available to the public. Confidential Information need not be patentable or registrable under copyright, trademark or similar statutes.
4. Employee agrees to list, in the attached Appendix, any inventions, designs, programs, codes or other developments that Employee has made, developed or prepared before commencing employment at KAYAK. Any items listed shall be excluded from the scope of this Agreement, unless KAYAK notifies Employee in writing within the first 30 days of Employee's employment.
5. Employee must advise KAYAK in writing regarding any Confidential Information that Employee develops or prepares, alone or with others inside or outside of KAYAK, (i) while employed by KAYAK and (ii) during an eighteen (18) month period following the termination of employment or other association or affiliation with KAYAK if such matters relate in any way, directly or indirectly, to the business of KAYAK. All such matters shall be deemed to have been assigned to KAYAK and shall be the sole and exclusive property of KAYAK, unless KAYAK notifies Employee to the contrary within 30 days of Employee's notification to KAYAK of the existence of such matter. Employee will cooperate fully with KAYAK regarding such matters.
6. Employee shall keep confidential and shall not, at any time, disclose or make known, directly or indirectly, to any person or entity outside of KAYAK, by any means, any Confidential Information, except where necessary to perform Employee's duties at KAYAK and otherwise to fulfill Employee's responsibilities at KAYAK.

Employee shall not (a) make, or permit or cause to be made, copies of the Confidential Information; (b) transport or cause to be transported the Confidential Information outside KAYAK's premises except as necessary to carry out Employee's duties as prescribed by KAYAK; or (c) participate directly or indirectly in the development, marketing, sale, licensing or other exploitation of software or other products or services that embody or are derived from the Confidential Information. Employee shall take all reasonable precautions to prevent the inadvertent disclosure of the Confidential Information to any unauthorized person and shall comply with all other KAYAK programs and policies regarding the protection of the confidentiality of Confidential Information.

7. In addition to the protections of Confidential Information set forth above, Employee shall not, during the period of employment, make, use or permit to be used any KAYAK Property except for the benefit of KAYAK. The term "KAYAK Property" includes, but is not limited to, all notes, memoranda, reports, lists, records, drawings, sketches, rolodexes, specifications, software programs, software code, data, computers, cellular telephones and other mobile devices, credit and/or calling cards, keys, access cards, documentation or other materials of any nature and in any form, whether written, printed, electronic or in digital format or otherwise, relating to any matter within the scope of KAYAK's business or concerning any of its dealings or affairs, and any other KAYAK property in my possession, custody or control. Employee further shall not, after the termination of employment, use or permit others to use any such KAYAK Property. Employee acknowledges and agrees that all KAYAK Property shall be and remain the sole and exclusive property of KAYAK. Immediately upon the earlier of the termination of employment or any request by KAYAK, Employee shall deliver all KAYAK Property, and copies thereof, in Employee's possession, to KAYAK.

8. Nothing in this Agreement shall limit Employee's rights under applicable law to provide truthful information to any governmental entity or to file a charge with or participate in an investigation conducted by any governmental entity. Pursuant to the Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable for (a) the disclosure of trade secret information that is made in confidence to a government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (b) disclosure of trade secret information made in a complaint or other document filed in a lawsuit or other proceeding under seal or pursuant to court order. Notwithstanding the foregoing, Employee agrees to waive any right to recover monetary damages in connection with any charge, complaint or lawsuit filed by Employee or on Employee's behalf (whether involving a governmental entity or not); nothing in this provision shall waive any right Employee may otherwise have to receive an award for information provided to any governmental entity.

9. This Agreement sets forth the complete, sole and entire agreement between the parties with respect to the subject matter herein and supersedes all other agreements, negotiations, discussions, proposals, representations, warranties, covenants, or understandings, whether oral or written, previously entered into, discussed or considered by the parties. No modification or variation to this Agreement shall be valid unless in writing and signed by Employee and KAYAK.

10. This Agreement shall be binding upon Employee's heirs, executors, administrators and legal representatives, and shall inure to the benefit of the successors and assigns of KAYAK. Employee shall not assign this Agreement.

11. Employee represents and warrants to KAYAK that Employee is under no obligations to any person, firm, corporation, or other business entity, and have no other interest, which is inconsistent or in conflict with this Agreement, or which would prevent, limit or impair, in any way, the performance by Employee of any of the covenants hereunder or Employee's duties in employment with KAYAK. Employee has not entered into, and shall not enter into, any agreement, either oral or written, in conflict herewith.

12. If Employee breaches or threatens to breach this Agreement, KAYAK will suffer irreparable damage for which any remedy at law will be inadequate. In the event of such breach or threatened breach, KAYAK shall have, in addition to all remedies at law or in equity, the right to an injunction, specific performance or other equitable relief to prevent the breach or threatened breach of Employee's obligations hereunder, without bond or other security and without proving special damages or irreparable injury.


13. Any waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof. In addition, any waiver of any provision hereof must be in writing and signed by the waiving party to be effective. This Agreement shall be construed to be enforceable to the maximum extent of the law, and any provision or part thereof that is held unenforceable shall be deemed modified or deleted to the extent necessary to render it enforceable. Any finding of unenforceability as to any part of this Agreement shall not affect or diminish the enforceability of any other provision. Employee agrees that the language of all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against either of the parties.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to its conflicts of laws principles. Each party to this Agreement agrees to commence any legal suit, action or proceeding arising out of, or relating to, this Agreement in the state or federal courts of the state of Connecticut, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts in such suit, action or proceeding. Employee further agrees that, in the event of any such dispute, Employee shall pay KAYAK's reasonable fees and expenses in connection with the enforcement of this Agreement (including, without limitation, the fees and expenses of KAYAK's legal counsel), unless Employee is the prevailing party in such action.

*nda - employee*

15. The parties shall use the addresses listed in the signature block below for any notice required under this Agreement.

EMPLOYEE HAS READ THIS ENTIRE AGREEMENT. EMPLOYEE HAS HAD SUFFICIENT TIME TO REVIEW IT BEFORE COMMENCING EMPLOYMENT AT KAYAK, AND ALSO HAS HAD THE OPPORTUNITY TO CONFER WITH LEGAL COUNSEL ABOUT IT. EMPLOYEE FULLY UNDERSTANDS THIS AGREEMENT AND ACKNOWLEDGES THAT, BY SIGNING BELOW, KNOWINGLY AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. NO PROMISES OR REPRESENTATIONS (OTHER THAN THE TERMS OF THE AGREEMENT ITSELF) HAVE BEEN MADE TO EMPLOYEE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT.

Name: Mihin Sumaria  
Signature:   
Date: 01/16/2019

Address:  
231 Russell Street  
Worcester  
MA 01602

Acknowledged by:

KAYAK Software Corporation  
By:   
Name: Hana Imberi  
Title: HR Coordinator

7 Market Street  
Stamford, CT. 06902  
Fax: (203) 899-3125

Mihin Sumaria

APPENDIX – TITLE/PURPOSE OF DEVELOPMENTS

As set forth in Paragraph 4 of the Employee Confidentiality and Non-Disclosure Agreement (“Agreement”) between KAYAK and Mihin Sumaria (“Employee”), Employee sets forth the following complete list of all inventions, designs, programs, codes or other developments that Employee made, developed or prepared before commencing employment at KAYAK. Any items listed shall be excluded from the scope of the Agreement, unless KAYAK notifies Employee to the contrary in writing within the first 30 days of Employee’s employment, in KAYAK’s sole discretion.

Please check one:

Nothing to list

Please see list below:

Please be as specific as possible, including any patents by patent number and any patents pending)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
Employee Signature

Mihin Sumaria

\_\_\_\_\_  
Print Name

Date: 01/16/2019

TITLE Employee Confidentiality and NDA Agreement - October 2017  
 FILE NAME f93933de04949526....H6X6BZ5A%2F20.pdf  
 DOCUMENT ID 2d32006c92c5bfee2b5c06c6c584f3863faf38c8  
 STATUS \* Completed

**This document was requested and signed on saplingapp.io**

Document History



SENT

**01/15/2019**  
23:54:35 UTC

Sent for signature to Mihin Sumaria (mssumaria@wpi.edu) and Hana Imberi (himberi@opentable.com) from himberi@opentable.com  
 IP: 4.14.119.202



VIEWED

**01/16/2019**  
14:45:53 UTC

Viewed by Mihin Sumaria (mssumaria@wpi.edu)  
 IP: 208.94.138.240



SIGNED

**01/16/2019**  
14:47:27 UTC

Signed by Mihin Sumaria (mssumaria@wpi.edu)  
 IP: 208.94.138.240



VIEWED

**01/16/2019**  
16:14:58 UTC

Viewed by Hana Imberi (himberi@opentable.com)  
 IP: 4.14.119.202



SIGNED

**01/16/2019**  
16:15:23 UTC

Signed by Hana Imberi (himberi@opentable.com)  
 IP: 4.14.119.202



COMPLETED

**01/16/2019**  
16:15:23 UTC

The document has been completed.





7 Market Street  
Stamford, CT 06902 / USA

P +1 203 899 3100 / F +1 203 899 3125

March 1, 2019

Mihin Sumaria  
231 Russell Street  
Worcester, MA 01602

Dear Mihin,

We are pleased to offer you the position of **Data Scientist** at KAYAK Software Corporation ("KAYAK"). Your employment will start on or before **June 3, 2019**. This position will be located in our **Concord** office, and reports to **Erin Niemi**. This letter sets forth the material terms of our offer of employment to you. This offer shall be subject to your ability to provide verification of your authorization to work in the United States.

**Base Salary.** Your starting salary will be **\$100,000** on an annualized basis, payable according to KAYAK's normal payroll policy (currently paid on the 15<sup>th</sup> and last day of every month) and subject to normal tax withholdings. Your salary will be reviewed annually, and any adjustment in your salary will be determined by KAYAK management in its sole discretion.

**<sup>1</sup>Annual Bonus.** You will be eligible for an annual incentive bonus up to **10%** of your annual base compensation, payable at KAYAK's sole discretion. Actual payout will be based on performance against goals and objectives established at the beginning of each fiscal year as well as contingent upon KAYAK's annual performance and will be determined annually.

**Equity.** You have been recommended by the management team of KAYAK for an award of restricted stock units (RSUs) valued at **\$30,000** (also called the "Grant Date Value"). This award is subject to formal approval by the Compensation Committee of the Board of Directors of Booking Holdings Inc., and any other requirements established by Booking Holdings Inc.

It is intended that this RSU grant be made to you on the first scheduled "Grant Date" following your hire date. The pre-established quarterly Grant Dates are March 4, May 13, August 12 and November 12. The number of RSUs you receive is determined by dividing the Grant Date Value by the closing price of a share of common stock of Booking Holdings Inc. ("Common Stock") on the Nasdaq trading day prior to the Grant Date. The terms and conditions of your RSU grant will be communicated within 30 days of the

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<sup>1</sup> Bonuses and pay raises are awarded at the end of (or shortly following) the fiscal year. Bonuses and pay raises are also subject to date of hire, and employees must be employed by no later than September 30, to be eligible for a bonus in the same calendar year. Bonuses (if any) are not earned or accrued until the date paid, so employees must be employed at KAYAK on the date bonuses are paid to be eligible.

**Grant Date.**

As stated more fully in the grant agreement that you will receive, your RSUs will vest over three years, with one-third of the grant vesting on each of the first, second and third anniversaries of your Grant Date, as long as you have been continuously employed by one of Booking Holdings Inc. companies through that date. One share of Common Stock will be issued for each of your vested RSUs within three business days after the vesting date.

After your first six months of employment, you are eligible for an additional equity grant of similar value, which is awarded on the March Grant Date of each year and subject to management's sole discretion.

Benefits. During your employment, you will be eligible to participate as of your date of hire to enroll in family healthcare (medical, dental and vision) insurance plans, employee long-term disability and life insurance plans, flexible spending plan and KAYAK's 401(k) plan, subject to the terms and conditions of those plans, which may be changed by KAYAK from time to time.

Vacation. You will accrue four weeks of paid vacation annually, subject to the terms and conditions of KAYAK's vacation policy.

Employment at Will. At all times your employment with KAYAK will be "at will," meaning that either you or KAYAK may terminate, and that KAYAK can change the terms of, our employment relationship at any time and for any reason, with or without notice or cause. You will be expected to work during KAYAK's regular work hour schedule, as defined by your manager. Neither this letter nor any other oral or written representations may be considered a contract for any specific period of time.

Background Check. This offer shall also be contingent upon satisfactory completion of a background check. Because it can take several weeks to obtain the results of a background check, KAYAK may (in its sole discretion) allow you to begin work before the completion of the background check. However, KAYAK expressly reserves the right to rescind the offer and/or discontinue the employment relationship if, after receiving the background check results, KAYAK determines in its sole discretion that the background check results are unsatisfactory to KAYAK.

Agreement Regarding Confidentiality, Inventions, Non-compete, and Non-solicitation. As a condition of employment, you agree to sign and comply with KAYAK's standard agreement regarding confidentiality and assignment of inventions.

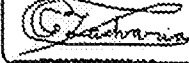
This letter supersedes any previous discussions, representations and agreements you may have had about the terms of your possible employment with KAYAK. By accepting this offer, you agree and acknowledge that (i) you have not relied, and are not relying, on any oral or written statements, promises or representations made by any employee, agent, or representative of KAYAK that are not expressly set forth in this letter, (ii) you are not bound by any agreement or obligation that would restrict you from performing the functions of your position to the best of your ability, and (iii) you will perform the duties of your position without disclosing or using confidential, proprietary or trade secret information, or the inventions of a third party.

Please indicate your acceptance of the terms of this offer letter by signing and dating this letter and returning it to me within five days of the date of this letter.

Please do not hesitate to contact me if you have any questions.

Sincerely,

KAYAK  
Digitally signed by:



0033276030102430  
\_\_\_\_\_  
**Giorgos Zacharia, PhD**  
**Chief Technology Officer**  
**KAYAK**

I have carefully read and fully understand all of the terms of this offer letter and accept employment with KAYAK on those terms.



\_\_\_\_\_  
**Mihin Sumaria**

Dated: 03/04/2019