

**OASIS Open Development**

**Foundation, LLC**

**400 TradeCenter, Ste 5900**

**Woburn, MA 01801**

**Open Mobility Foundation, a series of**

**OASIS Open Development Foundation, LLC**

**NONDISCLOSURE, NON-SOLICITATION AND DEVELOPMENTS AGREEMENT**

In consideration and as a condition of my employment by the Open Mobility Foundation (OMF), a series of OASIS Open Development Foundation, LLC (OODF), I hereby agree as follows:

 1. I will not at any time, whether during or after the termination of my employment, reveal to any person or entity, or make any use of, any of the trade secrets or confidential information concerning the organization, business or finances of OMF or OODF or of any third party (including any Member of OMF) which OMF or OODF is under an obligation to keep confidential, except as may be required in the ordinary course of performing my duties as an employee of OMF, *provided* that the foregoing obligations to maintain any specific information as confidential shall cease at such time, if ever, as such information becomes publicly known, other than as a result of a violation of this agreement by me.

* 1. 2. If at any time or times in the course of my employment and as a part of my duties as an employee, either alone or with others, I make, conceive, discover or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright or similar statutes or subject to analogous protection) (herein called “Developments”), then (A) such Developments and the benefits thereof will immediately become the sole and absolute property of OMF and its assigns and I hereby assign any rights I may have or acquire in the Developments and benefits and/or rights resulting therefrom, including without limitation any so-called “moral rights,” to OMF and its assigns without further compensation, (B) each such Development will be a “work made for hire” as that term is defined in the Copyright Act of 1976 (the “Copyright Act”), and will be the sole property of OMF and OMF will be the sole author thereof within the meaning of the Copyright Act, and if any such Development or any portion thereof is not deemed to be a “work made for hire,” this Agreement will operate as an irrevocable assignment of the copyright to the Development throughout the world, (C) I will promptly disclose to OMF and OODF (or any persons designated by it) each such Development, and (D) I will communicate, without cost or delay, and without publishing the same, all available information relating thereto (with all necessary plans and models) to OMF and OODF.
	2. Upon disclosure of each Development to OODF, I will, during my employment and at any time thereafter, at the request and cost of OMF, sign, execute, make and do all such deeds, documents, acts and things as OMF and its duly authorized agents may reasonably require in order to more fully vest ownership in, or secure the benefits of, such Development in OMF. In the event that I am unwilling or unable to so act, I hereby irrevocably designate and appoint OODF attorney-in-fact, to act for and in my behalf and stead to execute and file any application or applications for letters patent relating to Developments and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by me.

 3. During my employment with OMF and for a period of one year after the termination of my employment, I will not seek to persuade any employee of OMF or OODF to discontinue employment with OMF, nor will I hire any employee or contractor of OMF or OODF during such period without the prior written consent of OODF.

 4. I agree that any breach of this Agreement by me will cause irreparable damage to OMF and that in the event of such breach OMF will have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder.

 5. I understand that this Agreement does not create an obligation on OMF or any other person or entity to continue my employment.

 6. I represent that my performance of all of the terms of this Agreement and as an employee of OMF does not and will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by OMF. I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict herewith.

 7. Any waiver by OMF or OODF of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

 8. I hereby agree that each provision herein will be treated as a separate and independent clause, and the unenforceability of any one clause will in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at law, such provision or provisions will be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it will then appear.

 9. My obligations under this Agreement will survive the termination of my employment regardless of the manner of such termination and will be binding upon my heirs, executors, administrators and legal representatives.

 10. The term "OODF" will include OASIS Open Development foundation, LLC, and any of its subsidiaries, subdivisions or affiliates. Both OMF and OODF will have the right to assign this Agreement in its entirety to its successors and assigns, and all covenants and agreements hereunder will inure to the benefit of and be enforceable by said successors and assigns.

 11. The terms “employee”, “employ” and “employment” will be deemed, for purposes of this Agreement, to include the terms “consultant”, “retained by” and “retention” in the event that the undersigned has been retained by OMF.

 12. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, exclusive of its rules governing choice of law and conflicts of law.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as a sealed instrument as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20 .

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Address:

AGREED AND ACCEPTED

Open Mobility Foundation

By: OASIS Open Development Foundation, LLC

By: Scott McGrath, Manager