

Employee Invention and Confidential Information Agreement

In consideration and as a condition of my employment, or continued employment, by LSI CORPORATION* (hereinafter the "Company") or one of its affiliates and the compensation paid therefor:

1. **Confidentiality.** Except as authorized by the Company in writing, I agree to keep confidential and not to disclose, or make any use of, either during or subsequent to my employment, all inventions, trade secrets, proprietary or confidential information, works of authorship or proprietary matter that relate to the actual or demonstrably anticipated business, research, development, product, services, devices or activity of the Company, any of its clients, customers, consultants, licensees or affiliates (hereinafter "Others") or the Company's employees, which I may produce, obtain or otherwise acquire during the course of my employment. For the purposes of this Agreement, all of the foregoing items, which I am bound to maintain as confidential and not make unauthorized use of, or with respect to which I have a duty or obligation, shall be referred to in this Agreement, individually and collectively as "Proprietary Information."
2. **Examples of Proprietary Information.** Examples of Proprietary Information include, without limitation, any information, whether in oral, graphic, electronic or any other media or form, and other materialized forms of any intangibles within the foregoing:
 - a. Technical information includes, without limitation, any data or information relating to any use, process, methods, materials, test results, formulas, models, flow charts, software in various stages of development, computer programs or routines (in source code, object code or embedded format), hardware, firmware, middle ware or software configurations and combinations thereof, trade secrets, know how, conceptions, ideas, innovations, discoveries, inventions, techniques, algorithms, technical reports, specifications, drawings, diagrams, documentation, translations, text and other works of authorship, databases, designs, symbols, names, procedures, processes, technical improvements, prototypes, samples, copies, research projects, works in process, future developments, scientific, engineering, manufacturing, and processing information, techniques, present or future products, devices, prototypes, net lists, mask works, test methodologies, hardware development tools, materials that document design or design processes (including failed designs), or that document research or testing (both design, processes and results), research, processes, technology development programs, and research and development procedures.
 - b. Business information includes, without limitation, any data or information relating to any marketing and development plans, price lists, pricing policies, business plans, information relating to customers' and/or suppliers' identities, characteristics and agreements, financial information and projections, marketing, financial, personnel matters (such as employee names, job descriptions, capabilities, contact information and organization charts), sales, marketing techniques, suppliers, pricing, customers, investors, or businesses.
3. **Conflicting Employment; Return of Confidential Material.** I agree that, without the prior written consent of the Company, during my employment with the Company I will not engage in any other employment, occupation, consulting or other activity relating to the actual or demonstrably anticipated business of the Company or which would otherwise conflict with my obligations to the Company. If my employment with the Company terminates for any reason I agree to promptly surrender and deliver to the Company all records, drawings, documents and data, in electronic or any other storage media or form pertaining to or containing any Proprietary Information as well as all tangible property of the Company that I have in my custody or control. Further, I will not retain copies of any Proprietary Information, whether in tangible or electronic form.
4. **Assignment of Rights in Proprietary Information.** I hereby assign and transfer and agree to assign and transfer to the Company my entire right, title and interest in all Proprietary Information, conceived solely by me or jointly with Others or with the Company's employees during the period of my employment with the Company, whether during or outside of regular working hours, in whole or in part. This Agreement does not require assignment of any invention excluded from assignment by Section 2870 of the California Labor Code (hereinafter "Section 2870").
5. **Disclosure of Proprietary Information.** I agree that in connection with all Proprietary Information:
 - a. I will disclose all Proprietary Information upon conception or creation in writing to my immediate supervisor, with a copy to a patent attorney in the Company's Legal Department, regardless of whether I believe the invention is protected by Section 2870, in order to permit the Company to claim rights to which it may be entitled under this Agreement. Such disclosure shall be provided to and received in confidence by the Company.
 - b. Upon the Company's request, I will promptly execute a written assignment to the Company of all right, title, and interest to any Proprietary Information and I will preserve the aforementioned as confidential information of the Company;
 - c. Upon the Company's request and at its expense, I agree to assist the Company (or its nominee) during and at any time subsequent to my employment in every reasonable way to obtain for its own benefit patents, copyrights, mask work rights or other proprietary interest or protections for such assignable Proprietary Information in any and all countries, which Proprietary Information shall be and remain the sole and exclusive property of the Company (or its nominee) regardless of whether patented, copyrighted, registered or otherwise protected; and

* For purposes of this agreement, LSI Corporation is a Delaware corporation, doing business in AL, CA, IL, MD, NC, NH, NY, OH, OR, PA, TX, and VA as LSI Logic Corporation. For employees in other jurisdictions, the employer is the local LSI Corporation subsidiary that employs the Employee.

- d. I specifically acknowledge that any computer program, any programming documentation and any semiconductor chip products or mask works fall within the scope of this Agreement and that the Company owns all rights comprised in the registration or copyrights of such work.
6. Execution of Documents. In connection with Paragraph 5, upon the Company's (or its nominee's) request and at its expense, I agree to execute, acknowledge and deliver to the Company (or its nominee) all such documents, including without limitation applications for patents, registrations, assignments of invention and patents, assignments of copyrights and/or mask works to be issued or registered therefor, which the Company deems necessary or desirable to protect or register its interest in the Proprietary Information in any and all countries or to otherwise vest title thereto in the Company (or its nominee).
7. Prior Inventions. It is understood that all inventions, if any, patented or unpatented, which I made prior to my employment by the Company, are excluded from the scope of this Agreement. To preclude any uncertainty, I have attached with this Agreement a complete list of all of my prior inventions. For all inventions which have been made public, such list shall be attached to this form and include the numbers of all patents and patent applications. For all inventions which have not been made public, such list shall be sealed in an envelope and be maintained in a sealed state by the Company's Human Resources Department and include a brief description of all unpatented inventions that are not the property of a previous employer. I represent and covenant that the list is complete and that if no list is attached or provided to the Company's Human Resources Department, as appropriate, I have no such prior inventions. I hereby certify that I have no continuing obligations with respect to assignment of inventions to any previous employer. I understand that any improvements, whether subject to patent, copyright or other protection, made on the listed inventions after the commencement of my employment by the Company are assigned or are to be assigned to the Company to the extent that such improvements are covered by the provisions of Paragraph 4 of this Agreement.
8. Other Obligations. I acknowledge that the Company, from time to time, may have agreements with other persons or with the U.S. government, or agencies thereof, which impose obligations or restrictions on the Company regarding Proprietary Information made in the course of that work or regarding the confidential nature of such work. I agree to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of the Company thereunder.
9. Trade Secrets, Property Rights and Confidential Information of Others. I represent that neither my performance of any of the terms of this Agreement nor my status as an employee of the Company will breach any agreement made prior to my employment with the Company, including agreements to keep in confidence or in trust any confidential information belonging to any of my previous employers or any other person. I agree not to enter into any agreement, either written or oral, in conflict with this Agreement. I will not disclose to the Company, nor induce the Company to receive or use, any confidential information belonging to, or designated as confidential by any of my previous employers or by any other person.
10. Solicitation. I will not during my employment or within one year after it ends, without the express written consent of the Company directly or indirectly solicit or induce any employee to terminate or alter his or her relationship with the Company.
11. Terms of Employment. I understand and agree that I am not being employed by the Company for any specified period of time and that either I or the Company may terminate my employment with the Company at any time for any reason, with or without cause.
12. Modification. This Agreement may not be amended, in whole or in part, except by a written instrument signed by both the Company and me.
13. Entire Agreement. I acknowledge receipt of this Agreement, and agree that with respect to the subject matter hereof it is my entire agreement with the Company, superseding any previous oral or written understandings or agreements with the Company or any officer or representative thereof.
14. Severability. If any provision of this Agreement shall be held to be illegal or unenforceable, such provision shall be modified so as to be legal and enforceable in a manner that is as consistent with the original intent as possible, or if such is not possible it shall be severed from this Agreement and this Agreement shall not fail on account thereof, but shall otherwise remain in full force and effect.
15. Successors and Assigns. This Agreement shall be binding upon my heirs, executors, administrators or other legal representatives and is for the benefit of the Company, its subsidiaries and successors in interest or assigns.

16. Export Regulations Compliance. I acknowledge and understand that any technology subject to the U.S. export regulations or related to defense articles on the U.S. Munitions List ("Restricted Technology"), to which I have access or which is disclosed to me in the course of employment by the Company, is subject to export control under either the Department of Commerce or the International Traffic in Arms Regulations. Unless having obtained prior written authorization from an officer of LSI Corporation, I agree not to: (a) export or re-export such Restricted Technology to any of the countries listed below or to any nationals of these countries; nor (b) export the product of any Restricted Technology, directly or indirectly, to any of the countries listed below or to any nationals of these countries. The list below may not be exhaustive and is merely provided as an aid. I understand that the intent is to comply with all export regulations at all times.

Albania	Iraq	Russia
Armenia	Kazakhstan	Rwanda
Azerbaijan	Kyrgystan	Serbia/Montenegro
Belarus	Laos	Sudan
Bulgaria	Latvia	Syria
Cambodia	Libya	Tajikistan
China (PRC)	Lithuania	Turkmenistan
Cuba	Moldova	Ukraine
Estonia	Mongolia	Uzbekistan
Georgia	North Korea	Vietnam
Iran	Romania	

17. Governing Law. This Agreement shall be governed by the laws of the State of California for all U.S. employees, and by the laws of the applicable jurisdiction for non-U.S. employees that are employed by the local LSI Corporation affiliate in such jurisdiction as set forth below the employee's signature.

EMPLOYEE

EMPLOYEE-PRINT NAME: _____

EMPLOYEE-SIGNATURE: _____

DATE: _____

EMPLOYER NAME: _____

EMPLOYER JURISDICTION: _____