



June 02, 2021

**Confidential**

Sandhya Nemagoud  
#146, Padmavati Nivas, D/o Mahaveer R. Nemagoud Junjarwad,  
Belgaum - 591230  
Karnataka, India

Dear Sandhya,

On behalf of Qualys Security TechServices Private Limited (the "Company"), we are pleased to offer you the position of **Software Engineer**, reporting to **Pankaj Kothale, Senior Manager, Engineering**. This Agreement, if accepted, sets forth the terms of your **full time employment** with the Company. We consider it important for each of us to understand our mutual expectations regarding your employment with the Company. This Agreement when signed by you and an authorized Company representative will be a legally binding agreement. If there is anything you do not understand, please feel free to discuss this with us.

The purpose of this Agreement is to set out the terms of your employment with the Company as follows:

## CONTRACT OF EMPLOYMENT

This contract of employment ("Agreement") is made and entered into between the Company with its registered office at 10th & 16th Floor, Panchshil Business Park, Tower B, Survey No. 20, Balewadi, Pune – 411045 and **Sandhya Nemagoud**, an individual residing at the following address ("you"): **#146, Padmavati Nivas, D/o Mahaveer R. Nemagoud Junjarwad, Belgaum - 591230**.

### 1. Commencement, Probation and Term of Employment

- a) Your effective date of employment with the Company will be **June 14, 2021** or the date, upon which the appropriate governmental authorities have granted the necessary approvals, whichever is later (the "Commencement Date").
- b) Your employment will be subject to a **six (6) month probationary period** (the "Probationary Period") beginning on the Commencement Date. This Probationary Period shall, at the option of the Company, be extendable by such further time as the Company deems necessary to evaluate or improve your performance levels. During the Probationary Period your services are liable to be terminated at any time, without any notice or commission or assigning of any reasons thereof and at the sole discretion of the Company.

### 2. Terms and Scope of Employment

- a) You will be employed in the position of **Software Engineer** and will be expected to perform such duties as are normally associated with this position and such duties as are assigned to you from time to time. You will be expected, to the best of your ability, to devote your full business time and attention to your job duties. You will report to **Pankaj Kothale, Senior Manager, Engineering** or one of his/her designees.

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#### Qualys Security TechServices Private Limited

##### Registered Office:

Qualys Security TechServices Pvt Ltd,  
10<sup>th</sup> to 16<sup>th</sup> Floor, Tower B, Panchshil  
Business Park, Survey No. 20, Balewadi,  
Pune – 411045.  
CIN: U72200PN2011PTC158114

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- b) Your principal place of work will be **Qualys Security TechServices Pvt Ltd, 10th to 16th Floor, Tower B, Panchshil Business Park, Survey No. 20, Balewadi, Pune – 411045**. The Company at its discretion may transfer your location.
- c) Under the terms of this Agreement, and without the need to terminate the employment relationship or to enter into a new agreement, the Company is permitted to assign you additional tasks, to modify or remove your assigned duties, or to change the place of your employment without additional compensation to you.
- d) You will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time. Specifically, you are required, as a condition of this offer of employment, to sign and comply with the Employee Proprietary Information and Inventions Agreement ("Proprietary Information Agreement") which is attached to this letter as Exhibit A.

### 3. Compensation

- a) As total consideration for the services rendered your aggregate compensation package "cost to company value (CTC)" will be **₹ 5,24,000 per annum** as specified in **Exhibit B** of this Agreement, payable according to local payroll practices, subject to any deduction including, without limitation, the usual deductions for tax and social security contribution provided by law. This salary includes compensation for all services rendered under this Agreement, including overtime, to the extent permitted by law.
- b) You will be eligible to participate in a **bonus** program earning up to **10%** of your **annual base salary, ₹ 5,00,000** depending on the Company's performance.
- c) You will be reimbursed for relocation expenses with submission of valid receipts that support the expenditures up to a maximum of **₹30,000**. Please note that this amount is subject to applicable tax deduction. Should you voluntarily terminate from the Company for any reason within one year from your Commencement Date, you will be required to reimburse the Company.
- d) Of course, the Company retains the discretion to modify compensation and benefits from time to time in its discretion.

### 4. Benefits

- a) You and your immediate family are eligible for coverage under the Company's Group Mediciam Insurance Plan on a family floater basis. The effective date of coverage begins on your date of joining.
- b) You are eligible for coverage under the Company's Group Accident Plan.
- c) Upon the commencement of your employment, 12% of your Basic salary will be contributed by the Company towards the Provident Fund scheme. Equal contribution by you is mandatory as per the rules of the Provident Fund.

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## **5. Vacation/Leave Entitlement and Paid Holidays**

- a) You will be entitled to twenty (20) days of Privileged Leave to be used for vacation days. These leaves will be pro-rated according to the number of completed months of service in your first year of service. In addition, you are entitled to ten (10) days for National Holidays determined by the Company.
- b) Employees are generally encouraged to utilize all of the twenty (20) days of Privileged Leave in the calendar year. If, at any time, the total amount of unused leave reaches forty-five (45) days, then further accrual will stop. Accrual of leave will begin again only when you use your leave and the available balance falls below forty-five (45) days.
- c) As the Company develops additional employee entitlements for its India employees, it will communicate the terms of their availability to you.

## **6. Casual & Sick Leave**

- a) You will be entitled to eight (8) days of casual & sick leave during the year. Employees will be credited with 2 (two) days of casual & sick leave at the beginning of every quarter.
- b) Unused casual & sick Leave will not carry over into the next calendar year.

## **7. Hours and Business Travel**

The working hours under this Agreement will be forty (40) hours per week, Monday through Friday. The Company business day is generally from **9:00 A.M. to 6:00 P.M.**, inclusive of a lunch break. Notwithstanding, your duties may require you to engage in travel on behalf of the Company both within and outside India, and to work any additional hours or days required by the nature of the business of the Company. You expressly agree to accept such reasonable travel and hours of work without additional compensation.

## **8. Disability**

- a) You will notify the Company immediately of every incapacitation from work and its probable duration. Upon request by the Company, you must give reasons for the incapacitation to the Company.
- b) In case of illness, you will provide a medical certificate of the incapacitation.

## **9. Termination of Employment Relationship**

- 9.1 You may terminate your employment by giving the company **one month's written notice** of your intention to do so. You will be liable to pay the Company an amount equal to one month's salary in lieu of notice for failure to comply with the notice requirement contained in this clause.

Your employment may be terminated by the Company for Cause without notice or any payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement, or are guilty of any criminal offence involving moral turpitude or affecting the business or affairs of the Company or are guilty of negligence or misconduct in connection with or affecting the

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business or affairs of the Company. Termination of your employment under this clause shall be without prejudice to: (a) the Company's right to claim damages arising out of your act, breach, offence, negligence or misconduct; and (b) any other relief to which the Company may be entitled under contract, law or equity.

- 9.2 After the Probationary Period, and in the absence of any act, breach, offence, negligence or misconduct on your part, the Company shall be entitled to terminate the contract of employment, by giving you one month's written notice of its intention to do so.

The Company may also terminate your employment with such shorter notice period that it deems necessary by paying you salary in lieu of notice. Without prejudice to the foregoing, upon receipt of notice of termination of this Agreement for any reason by either party, the Company shall have the right to permanently relieve you from the performance of any and all of your duties and privileges. At the end of the notice period, any outstanding annual leave shall be paid to you. On termination, the Company shall not have any further liability to you other than as specifically set out in this Clause 9.

The Company's decision as to the termination of your services or employment shall be final and legally binding on you.

## **10. No Conflict of Interest**

- 10.1 You represent and warrant that you have not entered into any previous or contemporaneous agreements which may be in conflict with the terms and conditions of this Agreement, or which would preclude you from fully performing your job responsibilities for the Company.
- 10.2 You agree that during your employment with the Company under this Agreement, including any renewals and novations hereof, you shall not be involved in or associated with as a proprietor, promoter, director, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to the Company's or which in any way otherwise competes with the Company.
- 10.3 You further agree that if you leave the employment of the Company in breach of the provisions of this Agreement, you shall not for one year after the cessation of employment be involved in or associated with as a proprietor, promoter, director, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to the Company's or which in any way otherwise competes with the Company.

## **11. Non-solicitation**

You agree that during your employment with the Company and for one year thereafter you will not contact or provide any assistance to any other person or organization which seeks to contact any of the employees of the Company or any Qualys Inc.'s affiliates for the purpose of soliciting, inducing or attempting to induce any of the employees of the Company or any Qualys Inc.'s affiliates to terminate employment with their employer.

## **12. Arbitration**

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved through arbitration by a sole arbitrator appointed

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by the Company (“Arbitrator”). You hereby expressly consent and waive all objections to the appointment of Arbitrator by the Company. The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the Arbitration shall be Pune.

### **13. Severability**

You agree that the provisions of this Agreement are severable, and if any provisions are found to be unenforceable in whole or in part, the remainder of the Agreement will remain valid and enforceable. You further agree to cooperate with the Company to amend any provisions of this Agreement that are held to be unenforceable, so as to render the entire understanding between you and the Company effective and enforceable.

### **14. Successors and Assigns**

It is agreed that for the purpose of this Agreement, “Company” includes the Company signatory thereto, and any of its parent, subsidiaries, subdivisions and affiliates to the fullest extent permitted by law. The Company will have the right to assign this Agreement, and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Agreement is personal to you and will not be assigned by you.

### **15. Notice under the Agreement**

Any notices required to be given under this Agreement shall be in writing and shall be validly delivered if (a) sent by personal hand delivery, or (b) sent by mail to the address of the applicable party set forth on the first page of this Agreement.

### **16. Choice of Law**

This Agreement is to be governed and construed by the laws of Maharashtra.

### **17. Other terms and conditions:**

- 17.1 You are required to work in any shift as and when directed by the Company.
- 17.2 You will immediately inform the Administration Department of any change in your residential address.
- 17.3 During your employment, you shall be subject to the service regulations applicable from time to time to the establishment, where you are required to work. Your other service conditions shall be the same as for the employees of your category in the Organization.
- 17.4 During the period you are employed with us, you shall not undertake employment, part time work, consultancy or educational pursuits, without prior permission of the management in writing. You shall devote your whole time and attention to your duties with us.

While joining duty, you are required to submit four postal stamp size photographs, photo copies of the documents showing date of birth and copies of your testimonials, PAN Number, Form 16 under Income Tax Act and certificates along with the original in support of your qualifications and experience failing which, you will not

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be permitted to join duty.

**18. Entire Agreement**

This Agreement, any letter of appointment and any other document sent to the Employee and including the Proprietary Information and Inventions Agreement, is the entire agreement between you and the Company and it supersedes any other agreements or promises made to you by anyone. The Company and you agree that the foregoing accurately describes the relationship that you are willing to enter into with the Company and the Company and you agree this Agreement is fair and reasonable. This Agreement is contingent upon a satisfactory background and reference checks. Any false information provided may result in immediate termination of this Agreement with no further compensation to you.

This Agreement will remain valid until **June 05, 2021**. If this Agreement is not signed and returned by **June 05, 2021**, this Agreement will be considered null and void.

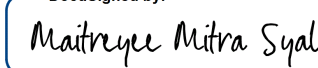
The Company and you acknowledge our acceptance and understanding of this Agreement by our respective signatures below.

Sandhya, your acceptance of our offer of employment represents a unique opportunity for us both to grow and succeed. We all want to thank you in advance for your faith in us, and for the commitment you have made to our common vision.

Finally, we all look forward to working and building Qualys Security TechServices Private Limited with you!

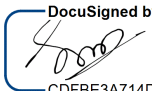
For and on behalf of

Qualys Security TechServices Private Limited

DocuSigned by:  
  
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 Maitreyee Mitra Syal  
 Vice President, Human Resources, India and APAC

AGREED AND EXECUTED

**Sandhya Nemagoud**

DocuSigned by:  
  
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(Signature)

2021-06-03

(Date)

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**Confidential****Exhibit A****Qualys Security TechServices Private Limited Confidentiality and Inventions Assignment Agreement**

Attachment enclosed.

| <b>Exhibit B</b>  |                  |                  |  |
|---|------------------|------------------|--|
| <b>Salary Heads</b>   | <b>Per Month</b> | <b>Per Annum</b> | <b>Particulars</b>   |
| <b>Fixed Components [ A ]</b>   |                  |                  |  |
| Basic   | 16,667           | 200,000          | 40% of Base Salary   |
| HRA   | 6,667            | 80,000           | 40% of Basic Salary  |
| Other Allowance   | 14,167           | 170,000          | Balance amount (Base Salary less remaining components)                         |
| Leave Travel Allowance (LTA) Exempt on production of valid supporting bills | 4,167            | 50,000           | Annual amount = 3 times of monthly Basic Salary or ₹1,20,000 whichever is less |
| <b>Total Earnings [ Base Salary ] [ A ]</b>                                 | <b>41,667</b>    | <b>500,000</b>   |  |
| Provident Fund Company's Contribution [ B ]                                 | 2,000            | 24,000           | 12% of Basic Salary  |
| <b>Total CTC [ A ] + [ B ]</b>  | <b>43,667</b>    | <b>524,000</b>   |  |

**Notes:**

1. Insurance coverage includes:
  - a. Group Medical insurance for self and dependents (spouse, dependent children and dependent parents)
  - b. Group Personal Accident insurance for self
  - c. Group Term Life insurance for self
2. Additionally, Gratuity shall apply as per the 'Gratuity Act of 1972'

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## CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT

This Confidentiality and Inventions Assignment Agreement (the “Agreement”) is made and entered into by and between **Qualys Security TechServices Private Limited** a company incorporated in India under the Companies Act, 1956 having its registered office at 10<sup>th</sup> to 16<sup>th</sup> Floor, Tower B, Panchshil Business Park, Survey No. 20, Balewadi, Pune – 411045. **Qualys, Inc.** a company incorporated in Delaware, USA under the virtue of the General Corporation Law of the State of Delaware having its registered office at 919 E Hillsdale Blvd 4th floor, Foster City, CA 94404, USA **and the subsidiaries of Qualys, Inc.** (together “Qualys”) which expression shall unless repugnant to the context mean and include its assigns, subsidiaries and affiliates; AND **Sandhya Nemagoud** (the employee”), which expression shall unless repugnant to the context mean and include its successors in title, executors and assigns.

This agreement shall form a part of the Employment Agreement between Qualys and the Employee and is a material part of the consideration of the employment of the Employee by the Company. The purpose of this Confidentiality Agreement is to confirm the conditions and arrangements under which the Employee may disclose Confidential Information to any third party. The headings contained in this Agreement are for convenience only, have no legal significance, and are not intended to change or limit this Agreement in any matter whatsoever.

- A.** The Company has invested heavily in technology to provide the latest state-of-the-art products and services to its customers. By virtue of this investment, Qualys has developed and/or acquired confidential information regarding its technology and intellectual property rights, which proprietary rights Qualys must protect. In order to properly protect copyrighted material and trade secret and patentable ideas (collectively “Intellectual Property Rights”) Qualys wishes to enter into an agreement with Employees who may create work product or have access to confidential information of the Company.

As a condition of and in consideration of my employment by the Company, I acknowledge and enter into this Agreement with Qualys and agree and accept to be bound by the terms contained in this Agreement:

### CONFIDENTIAL INFORMATION

#### 1. Non-Disclosure of Information:

a. I understand that “Confidential Information” means and includes: (i) all business information, plans, tactics, or materials of Qualys including, without limitation, business plans and strategies, product plans, products, employee lists, employee benefit programs, market analyses and information, pricing policies, methods, financial information, or information regarding financing plans, current planned and optional considerations for capital structure and liquidity needs, markets, any customer contract or proposal for a customer contract, customer lists and customers (including but not limited to, customers of the Company, on whom I call and speak with or with whom I become acquainted during the term of my employment); (ii) all computer programs (including object and source code), software processes, systems writings, technical know-how, trade secrets or know-how, including but not limited to, research, or ideas, software, developments, inventions, processes, formulas, technology, designs, drawings; and (iii) all manuals, systems documentation, confidential reports, correspondence, memoranda, or other materials related to any of the items described in clauses (i) and (ii) above either written or orally, or by drawings or observation of parts or equipment. I further understand that Confidential Information does not include any of the foregoing items which have become publicly known and which may be a part of the public domain and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item(s) involved. The determination of what constitutes Confidential Information shall be solely within the discretion of the Company.

b. I agree that at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use except for the benefit of the Company, or to disclose any Confidential Information to any person, firm or corporation without written authorization from the Company. Further, I agree not to lecture upon or publish articles concerning Confidential Information, unless Qualys expressly consents beforehand to such lecture or publication in writing.

c. My employment with Qualys does not and will not breach any agreement or duty that I have with or to anyone else concerning my employment or confidential information belonging to others. I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity, and that I will not bring onto the premises of Qualys any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by Qualys and such employer, person or entity.

## 2. Return of Information, Material and Documents:

All Confidential Information, Proprietary Information and all patents, patent rights, copyrights (including moral and economic rights), trade secret rights, trademark rights and other rights (including, without limitation, intellectual property rights) anywhere in the world in connection therewith arising from, or created, produced or developed by me, jointly with others or alone, in the course of the employment by the Company, is and shall be the sole property of the Company. I hereby irrevocably and unconditionally assign to the Company, and waive in favor of Qualys any and all rights (including moral and economic rights), title and interest I may have or acquire in such Confidential Information or Proprietary Information. At all times, both during my employment by Qualys and after its termination, I will keep in confidence and trust and will not use or disclose any Confidential Information or Proprietary Information or anything relating to it without the prior written consent of an authorized officer of the Company, except as may be necessary in the ordinary course of performing my duties to the Company. Upon termination of my employment with the Company, I will promptly return to Qualys all materials in my possession containing any Confidential Information and/or Third Party Information or Proprietary Information. In the event of and at the time of termination of my employment, I agree to sign and deliver the Termination Certificate in the form as provided at Appendix B to this Agreement.

I agree to make and maintain adequate current written records, in a form specified by the Company, of all inventions, trade secrets and works of authorship assigned or to be assigned to Qualys pursuant to this Agreement. All Qualys Group Documents and Materials are and shall be the sole property of the Company.

I further agree that during my employment by the Company, I will not remove any Qualys India Documents and Materials from the business premises of Qualys or deliver any Qualys India Documents and Materials to any person or entity outside the Company, except as required to do so in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my employment as an employee of Qualys by myself or by Qualys for any reason, or during my employment if so requested by the Company, I will return or procure the return of all Qualys India Documents and Materials, apparatus, equipment and other physical property, or any reproduction of such property that are in my possession, custody or control, excepting only my personal copies of records and copy of this Agreement.

## CONFLICTS OF INTEREST

### 3. Impairment of Independence of Judgment

During my employment, I agree to diligently adhere to the provisions of the then-current Code of Business Conduct and Ethics, which Qualys may modify from time to time. The Company publishes these Guidelines and provides them to its employees as they are modified from time to time.

## PROPRIETARY RIGHTS

### 4. Proprietary Information and Copyrightable Works

I understand that Qualys possesses and will possess Proprietary Information that is important to its business. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed to the Company, which has commercial value in the Company's business.

"Proprietary Information" includes, but is not limited to information about software programs and subroutines, source and object code, algorithms, trade secrets, designs, technology, know-how, processes, data, ideas, techniques, inventions (whether patentable or not), works of authorship, formulas, business and product development plans, customer lists, terms of compensation and performance levels of Company employees, Company customers and other information concerning the Company's actual or anticipated business, research or development, production, manufacturing and engineering processes, prices and pricing structures, marketing and sales information, product lines and any information and materials relating thereto, or which is received in confidence by or for Qualys from any other person. I recognize that Qualys has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes ("Third Party Information"). I agree to hold all such confidential or Third Party Information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for Qualys consistent with the agreement with such third party.

I understand that "Copyrightable Works" are original works of authorship, which include but are not limited to: reports, articles, other publications, computer programs, documentation, sound recordings and dramatic, graphic, literary, musical and pictorial works.

### 5. Works Made for Hire:

I understand that Qualys shall be the sole owner of all patents, patent rights, copyrights, trade secret rights, trademark rights and all other intellectual property or other rights in connection with Inventions, ideas and Proprietary Information. I agree and understand that such Inventions include, without limitation, any computer programs, programming documentation, and other works of authorship, and are "works made for hire" for purposes of the Company's rights under copyright laws. To the extent that any Copyrightable, patentable Works are not by operation of law "works made for hire", I hereby assign all my right, title and interest in such work. If in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, Qualys is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, sublicensable, worldwide license to make, have made, modify, use, market, sell and distribute such prior Invention as part of or in connection with such product, process or machine.

Copyrightable and Patentable Works may also constitute Confidential Information, as per Section 1 of this Agreement. I also agree to execute any documents deemed by Qualys to be necessary to carry out the intent of this section.

6. Company Documents and Materials:

I understand that Qualys possesses and will possess Qualys India Documents and Materials which are important to their business. For purposes of this Agreement, Qualys India Documents and Materials are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents, media or items have been prepared by me or by others.

“Qualys India Documents and Materials” include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, sample products, prototypes and models.

## INVENTIONS

7. Inventions

a. “Inventions” are discoveries, concepts, inventions, ideas, information developments, trade secrets and improvements, whether or not patentable, that I may conceive, develop, reduce to practice, make, or cause to be conceived, developed or reduced to practice during the time period I am employed by the Company. Inventions constitute Confidential Information, as per Section 1 of this Agreement. I agree that I will promptly make full written disclosure to the Company, and will hold in trust for the sole right and benefit of Qualys and hereby assign to Qualys or its designee, all my right, title, interest in and to any and all Inventions, except as provided in Section b below. I agree that Qualys shall have the royalty-free right to use, or to adapt and to develop in any way, all Inventions conceived or made by me, whether or not patentable, including but not limited to processes, methods, formulas and techniques, as well as improvements and know-how related thereto, or not use them at all should it so choose.

b. I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any “Company Inventions” (defined as Inventions assigned to Company) without Company’s prior written consent. In addition, I agree that I will not incorporate into any Company software or otherwise deliver to Company any software code licensed under the GNU GPL or LGPL or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company. I have provided to Qualys and have attached hereto, as Appendix A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with Qualys (collectively referred to as “Prior Inventions”), which belong to me, which relate to the Company’s proposed business, products or research and development, and which are not assigned to Qualys hereunder. If no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into any Company product, process or machine a Prior Invention owned by me or in which I have an interest, Qualys is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

8. Co-operation

I will disclose promptly to the Company, in writing, all Copyrightable Works and Inventions that I make, develop or conceive during the period of my employment with the Company. I will execute all applications, assignments, specifications, oaths and other documents, and take all other steps reasonably necessary (as determined solely by Company), in order to apply for and to vest in, or assign to, Qualys and its successors, assigns and/or nominees the sole and exclusive right, title and interest in and to the Copyrightable Works and Inventions or other intellectual property rights. If Qualys chooses to prosecute applications for copyrights, patents or other intellectual property rights for any such Copyrightable Works or Inventions (and I understand that Qualys is not obliged to do so), Qualys shall assume the entire expense of preparing, filing and prosecuting such applications through counsel appointed by the Company. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If Qualys is unable because of my mental or physical incapacity, or for any other reason, to secure my signature to apply for or to pursue any application for any Indian, U.S. or other foreign patents or copyright registrations covering Inventions or original works of authorship assigned to Qualys as above, then I hereby irrevocably designate and appoint Qualys and authorized members of Qualys and its duly authorised officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters, patent or copyright registrations thereon with the same legal force and effect as if executed by me. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings and any other format that may be specified by the Company. The records will be available to and remain the sole property of Qualys at all times.

9. Waiver of Moral Rights:

I understand that any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights” (collectively “Moral Rights”). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of Qualys that would violate such Moral Rights in the absence of such consent.

10. Limitations

I will not be obligated to assign to Qualys any Invention that is conceived by me after I leave the employment of the Company, except if such Invention involves the utilization of Confidential Information. I will not be obligated to assign to Qualys any Invention which was conceived and reduced to practice by me at a previous employer prior to my employment with Qualys and which is listed at the time of signing this Agreement on the annexed Appendix A.

GENERAL MATTERS

11. Other Terms of Employment

Nothing in this Agreement shall be construed as a guarantee of employment or continued employment, nor shall this Agreement create any obligation for Qualys to continue my employment. I understand and acknowledge that the duration and other terms of my employment with Qualys are governed by the Employment Agreement executed by me with Qualys India.

12. Notification of New Employer.

In the event of me leaving the employment of the Company, I hereby grant consent to notification by Qualys to my new employer about my rights and obligations under this Agreement.

13. Solicitation of Employees.

I agree that for a period of twelve (12) months immediately following the termination of my relationship with Qualys for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the employees of Qualys to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either for myself or for any other person or entity.

14. Solicitation of Customers.

I agree that for a period of twelve (12) months immediately following the termination of my relationship with Qualys for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage or attempt to take away any of the Company's customers or to otherwise interfere with the Company's relationship with their customers or prospects. In addition, I agree not to use any personal or business contacts developed during the course of my employment for any purpose that is detrimental to the Company.

15. Term of Agreement

My obligations under this Agreement begin on the first day of employment with Qualys or the day I began work on any Company project, whichever is earlier regardless of the date that this Agreement was signed. My obligations under this Agreement shall continue after termination of my employment with Qualys for any reason whatsoever. This Agreement shall be binding upon me, my heirs, executor, assigns and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

16. Integration and Binding Effect

I acknowledge that this Agreement is the complete and exclusive statement of all understandings between myself and Qualys concerning the subject matter of this Agreement, and supersedes all prior or contemporaneous agreements relating to such subject matter. The terms hereof shall be binding upon me, my heirs and my legal representatives. These terms may not be waived or modified except by an instrument in writing signed by me and by an authorized signatory of the Company. This agreement shall inure to the benefit of the Company, its successors and assigns.

17. Severability

If any provision of this Agreement is held to be unenforceable for any reason, that provision shall be modified rather than voided, and all other provisions of this Agreement shall be deemed valid and enforceable to the fullest possible extent.

18. Remedies and Dispute Resolution

I understand that since this Agreement forms an integral part of the Employment Agreement executed between me and the Company, any breach by me of this Agreement may result in my immediate termination. In addition to any claim by Qualys for damages arising from any failure by me to carry out an obligation under this Agreement or a breach by me of any provision hereof, such breach or failure will

constitute immediate and irreparable damage to Qualys which cannot be fully and adequately compensated in money damages, and which will warrant a preliminary injunction and other injunctive relief restraining such breach and/or specifying performance of any provision of this Agreement. I further agree that no bond or other security shall be required in obtaining such equitable relief, and I hereby consent to the issuance of such injunction and to ordering of specific performance.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration by a sole Arbitrator under the Arbitration and Conciliation Act, 1996. The venue of the Arbitration shall be Pune.

#### 19. Choice of Law

This agreement shall be construed in accordance with and governed by the laws of Maharashtra.

#### ACKNOWLEDGEMENT

I acknowledge that I have read and I understand the provisions and the legal implications of this Agreement. In consideration of employment as per the terms of the agreement on a going-forward basis, I do hereby agree to abide by the terms and conditions of this Agreement in addition to any guidelines and or rules and regulations issued by Qualys from time to time. I understand that if I have any questions concerning my obligations under this Agreement, I should consult the General Counsel of the Company.

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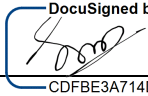
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This Agreement has been signed in duplicate with one copy retained by me and one copy retained by the Company. The counter signature of the authorized signatory of Qualys is required if there are any Prior Inventions or inventions for previous employers noted on Appendix A.

I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH THIS AGREEMENT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

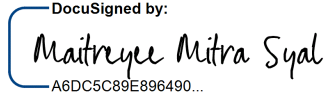
#### EMPLOYEE

Signed:  DocuSigned by:  
CDFBE3A714D4430...

Name: Sandhya Nemagoud

Date: 2021-06-03

#### Qualys Security TechServices Private Limited

Signed:  DocuSigned by:  
A6DC5C89E896490...

Name: Maitreyee Mitra Syal

Title: Vice President, Human Resources, India & APAC

Date: 2021-06-02

**APPENDIX A**

1. I represent that I have indicated on this Appendix all inventions (as defined in the attached Confidentiality Agreement) in which I owned any right or interest prior to my employment with the Company. I agree that any present or future inventions not listed in this Appendix are subject to assignment under the attached Confidentiality Agreement.

**Prior Inventions**


Not applicable

**Right, Title or Interest and Date Acquired**

2. I represent that I have indicated on this Appendix all inventions (as defined in the attached Confidentiality Agreement) that I assigned to one of my prior employers.

**Inventions of Previous Employer****Date Assigned**

Signed: \_\_\_\_\_

DocuSigned by:  
  
 CDFBE3A714D4430...

Name: Sandhya Nemagoud \_\_\_\_\_

Date: 2021-06-03 \_\_\_\_\_

**APPENDIX B****Qualys Security TechServices Private Limited  
Termination Certification**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials or equipment, including any computer equipment, pagers, fax machines, software, other documents or property, or reproductions of any aforementioned items belonging to **Qualys Security TechServices Private Limited** or any of its subsidiaries, affiliates, successors or assigns (together, the "Company").

I further certify that I have complied with all the terms of the Confidentiality Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with such Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of Qualys or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from the termination date, I will not hire any employees of Qualys and I will not solicit, induce, recruit or encourage any employees of Qualys to leave their employment.

2021-06-03

Date: \_\_\_\_\_

DocuSigned by:



CDFBE3A714D4430

\_\_\_\_\_  
(Employee's Signature)\_\_\_\_\_  
**Sandhya Nemagoud**

**Confidential**

June 02, 2021

Sandhya Nemagoud  
#146, Padmavati Nivas, D/o Mahaveer R. Nemagoud Junjarwad,  
Belgaum - 591230  
Karnataka, India

Re: Stock-Based Awards of Qualys, Inc. ("Qualys")

Dear Sandhya,

We are pleased to inform you that we will recommend to the board of directors (or its compensation committee) of Qualys (the "**Board**") that you be granted a stock option to purchase **500** shares of Qualys' common stock, to be granted under, and subject to the terms and conditions of, the Qualys, Inc. 2012 Equity Incentive Plan as amended and restated from time to time and any sub-plan thereto (the "Plan"), as well as the terms and conditions of the applicable stock option agreement, including any country specific appendix thereto, which will be provided to you as soon as practicable after the date of grant and which you will be required to sign or otherwise accept in accordance with Qualys' acceptance procedures, if your stock options are approved.

The exercise price for the stock option will be no less than the fair market value of Qualys's common stock on the date of grant, as determined by the Board. Generally, the stock option shall vest and become exercisable (assuming your continued service to the Qualys group through each vesting date) as follows: Twenty-five percent (25%) of the shares subject to the stock option shall vest on the one (1) year anniversary of the Vesting Commencement Date (as defined in the stock option agreement), and one forty-eighth (1/48th) of the shares subject to the stock option shall vest each month thereafter on the same day of the month as the Vesting Commencement Date (and if there is no corresponding day, on the last day of the month). However, in its discretion, Qualys may impose a different vesting schedule for the stock options if it determines that a different vesting schedule may be required or recommended to comply with local law or be advisable to take advantage of any favorable tax regime available in your country.

Please note that Qualys can make the stock option grant to you only if and as long as it is permitted and feasible under the laws of the country in which you reside and/or work or to which laws you may be subject. If local laws make the stock option grant illegal or impractical, Qualys will let you know as soon as possible.

You should be aware that Qualys, in its discretion, may change or end the operation of the Plan at any time. If Qualys decides to change or terminate the Plan, you will not have any claims against Qualys to receive stock options or any other benefits equivalent to stock options. You acknowledge that Qualys is not obligated to continue to grant stock options or any other benefits to you.

Furthermore, you should know that the stock options and any shares acquired pursuant to the stock options are an additional benefit that may be given to you by Qualys and not by your employer or any other subsidiary or affiliate of Qualys. Therefore, the stock options and any shares acquired pursuant to these awards are not part of your employment relationship with your employer and are completely separate from your salary or any other remuneration or benefits provided to you by your employer. This means that any gain you realize from the stock options will not be included if or when any such salary, remuneration or benefits, including but

**Confidential**

not limited to bonuses, severance payments or similar termination compensation or indemnity, payments during a notice period or payments in lieu of notice, are calculated.

If a stock option grant is made to you, you will be responsible for complying with any applicable legal requirements in connection with your participation in the Plan and for any tax or social insurance contribution obligations arising from the stock options and the shares received pursuant to the stock options, including any employer obligations that Qualys has determined may legally be transferred to you and regardless of any tax and social insurance contribution withholding and/or reporting obligation of Qualys or your employer. You agree that if the stock options are granted to you, your employer may report or withhold taxes as may be required under local law.

Qualys may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by Qualys or a third party designated by Qualys.

You understand that, in order for Qualys to administer the stock option grant, and any future participation in the Plan, Qualys and your employer must collect, process and transfer certain of your personal data. By signing this letter, you acknowledge the collection, processing and transfer of your personal data, as described in the attached appendix.

Finally, all disputes arising under or relating to the stock option grant, and/or the provisions of this letter or the Plan terms shall be governed by and construed in accordance with the laws of the State of California, U.S.A. (but not including the conflict of laws rules thereof). For purposes of litigating any dispute that arises directly or indirectly from the stock option grant and/or the provisions of this letter, you and Qualys hereby submit to and consent to the exclusive jurisdiction of the State of California, U.S.A. and agree that such litigation shall be conducted only in the courts of San Mateo County, California or the federal courts for the United States for the Northern District of California, and no other courts.

Sincerely,

Qualys, Inc.

By \_\_\_\_\_  
Rima Touma Bruno  
Chief Human Resources Officer

ACKNOWLEDGED AND AGREED:

DocuSigned by:  
  
\_\_\_\_\_  
CDFBE3A714D4430...  
Sandhya Nemagoud  
\_\_\_\_\_  
Date 2021-06-03

## APPENDIX

By signing the letter to which this appendix is attached, you agree to the additional terms and conditions set forth in this appendix. Capitalized terms used in this appendix shall have the meaning ascribed to such terms in the letter.

*You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data by and among, as applicable, Qualys, your employer and Qualys's other subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.*

*You understand that Qualys, your employer and Qualys' other subsidiaries and affiliates may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, email address, date of birth, social insurance, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in Qualys, details of all stock options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in your favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.*

*You understand that Data will be transferred to a broker or other stock plan service provider, which may be assisting Qualys (presently or in the future) with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize Qualys and any other possible recipient which may assist Qualys (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment or consulting status or service with your employer will not be affected; the only adverse consequence of refusing or withdrawing your consent is that Qualys would not be able to grant stock options to you or administer or maintain such stock options. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.*



## **India Employee Benefits**

| Sr. No. | Benefit   | Description  | Eligibility                                     |
|---------|---|--|---|
| 1.      | Medical Insurance for employee and family       | 10 lakhs coverage for Employees family, which includes 5, Lakhs cover for Parents. | All employees                                   |
| 2.      | Group Term Life Insurance coverage for employee | Twice of Employee's current Base Salary  | All employees                                   |
| 3.      | Accident Insurance for employee                 | Twice of Employee's current Base Salary  | All employees                                   |
| 4.      | Annual Leave / Time Off Benefits                | 20 days - Privilege Leave  | All employees                                   |
|         |   | 8 Days - Casual & Sick leave   |   |
|         |   | 7 Days - Paternity leave   |   |
|         |   | 5 Days – Bereavement leave   |   |
|         |   | 26 Weeks – Maternity Leave as per statute  |   |
|         |   | 10 Days – National and Festival Holidays   |   |
| 5.      | Gratuity  | As per Gratuity Act  | All employees                                   |
| 6.      | Shift / Weekend / On-call Allowance             | As per Company policy  | Employees working in variable shifts or On-call |
| 7.      | Sodexo Meal Card                                | Can be opted for tax benefit upto INR 2,200 per month                              | All Employees                                   |

Ref No- TFT/CAMP/074

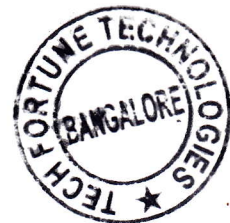
Name: Sandhya Nemagoud

Date: 16-11-2019

### Offer Letter

\*\*\*\*\*

We are Happy to inform you that you have been shortlisted in our screening process conducted at HIT Nidasoshi. Training in our incubation centre starts from July 18<sup>th</sup> 2020 onwards. On the day of joining we would explain complete program with schedule in detail



## **Terms and Conditions**

- We do not charge for the complete training which takes around 3 months.
- Based on your training performance company will be offering job .
- We do not charge any of the interviews and placement activities conducted from Tech Fortune Academy End.
- The Training Depends on Tech fortune Management Decision End **Manual Testing or Core Java or Dot Net or CAE or Embedded.**
- No Other Additional Subjects/ Courses are included in this Program.

### **Below Are the Rules for Placement Activity:**

1. You should have 95% of classroom and Practical attendance of all training sessions conducted from Tech Fortune Academy End.
2. Should be ready to relocate to any of the following cities based on for job / Interviews( Bangalore/Hyderabad/Chennai/Delhi/Pune/Mumbai)
3. Should complete assignments on given time from the faculties.
4. Need to give every day presentations.
5. **Bring this offer letter on the first day along with all semester marks cards (Original and Attested Photocopies) .10<sup>th</sup> /12<sup>th</sup> / and any government ID proof document.**

This offer is valid only till 16th August 2020. If you come on any other date. Free training will not be valid. You may have to pay the fees and attend the training.



Yours Faithfully,  
For Tech Fortune Technologies

Mallikarjun. V.S  
(Operation – Head)