



Kony Services, Inc.
9225 Bee Cave Rd, Bldg. A, Suite 300
Austin, TX 78733
+1.888.323.9630
www.kony.com

OFFER OF EMPLOYMENT

August 29, 2018

Shirish Dikkar
1600 Birtles Ct
Galena, OH 43021

Dear Shri,

We are extremely excited to extend an offer for you to join our Mobilizer community! What is a Mobilizer? It's someone who acts and inspires to build a digital world. We mobilize each other, our customers, partners, communities, industry influencers and digital thought leaders through innovation.

In our offer of employment with Kony Services, Inc. (the "Company"), you will report to **Akshay Raghu** in the position of **Technical Lead**. The terms of our offer and the benefits currently provided by the Company are as follows

1. **Date of Hire.** Your first day of work will be **October 3, 2018**.
2. **Starting Salary.** Your starting salary will be **FIVE THOUSAND SIX HUNDRED AND SIXTY-SIX DOLLARS (\$5,666.66)** semi-monthly, or **\$136,000** when annualized.
3. **Variable Compensation.** You will be eligible to participate in the Company's Bonus Plan and earn variable compensation of 10% of your base salary (\$13,600) annually. Company Bonus Plan objectives will be set and communicated at the beginning of each fiscal year and payment will be determined by performance against business objectives as well as individual performance against goals.
4. **Benefits.** As a full-time employee, you are eligible for Kony's employee benefits outlined on the attached "Kony Benefits Overview." **The effective date of benefits for new employees is the first of the month on or following their hire date (if hire date is first of month, benefits are immediately eligible).** You will have the ability to use approximately 160 hours of personal time off ("PTO") each fiscal year. PTO at Kony is not tracked or accrued; instead, employees use PTO on the "*honor system*". The Company reserves the right to change or otherwise modify, in its sole discretion, the above terms of employment.
5. **Confidentiality.** As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, you will need to sign the Company's standard "Proprietary Information, Inventions, and Noncompetition Agreement" as a condition of your employment. We wish to impress upon you that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. During the period that you render services to the Company, you agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in that competes with the Company. You will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company.

6. **No Breach of Obligations to Prior Employers.** You represent that your signing of this offer letter, and the Company's Employee Invention Assignment and Confidentiality Agreement, and your commencement of employment with the Company will not violate any agreement currently in place between yourself and current or past employers.
7. **At Will Employment.** While we look forward to a long and profitable relationship, should you decide to accept our offer, you will be an at-will employee of the Company, which means the employment relationship can be terminated by either of us for any reason, at any time, with or without prior notice and with or without cause. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective. Further, your participation in any stock option or benefit program is not to be regarded as assuring you of continuing employment for any particular period of time. Any modification or change in your at will employment status may only occur by way of a written employment agreement signed by you and an officer of the Company.
8. **Authorization to Work.** Please note that because of employer regulations adopted in the Immigration Reform and Control Act of 1986, within three (3) business days of starting your new position you will need to present documentation demonstrating that you have authorization to work in the United States. If you have questions about this requirement, which applies to U.S. citizens and non-U.S. citizens alike, you may contact our personnel office.
9. **Arbitration.** You and the Company agree to submit to mandatory binding arbitration any and all claims arising out of or related to your employment with the Company and the termination thereof, including, but not limited to, claims for unpaid wages, wrongful termination, torts, stock or stock options or other ownership interest in the Company, and/or discrimination (including harassment) based upon any federal, state or local ordinance, statute, regulation or constitutional provision except that each party may, at its, his or her option, seek injunctive relief in court related to the improper use, disclosure or misappropriation of a party's proprietary, confidential or trade secret information. All arbitration hearings shall be conducted in the county where you reside. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO SUCH CLAIMS. This Agreement does not restrict your right to file administrative claims you may bring before any government agency where, as a matter of law, the parties may not restrict the employee's ability to file such claims (including, but not limited to, the National Labor Relations Board, the Equal Employment Opportunity Commission and the Department of Labor). However, the parties agree that, to the fullest extent permitted by law, arbitration shall be the exclusive remedy for the subject matter of such administrative claims. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based.
10. **Background Check.** This offer is contingent upon a satisfactory verification of criminal, education, driving, and/or employment background. This offer can be rescinded based upon data received in the verification.
11. **Entire Agreement.** This offer, once accepted, constitutes the entire agreement between you and the Company with respect to the subject matter hereof and supersedes all prior offers, negotiations and agreements, if any, whether written or oral, relating to such subject matter. You acknowledge that neither the Company nor its agents have made any promise, representation or warranty whatsoever, either express or implied, written or oral, which is not contained in this agreement for the purpose of inducing you to execute the agreement, and you acknowledge that you have executed this agreement in reliance only upon such promises, representations and warranties as are contained herein.
12. **Acceptance.** This offer will remain open until **August 31, 2018**. If you decide to accept our offer, and I hope you will, please sign the enclosed copy of this letter in the space indicated and return it to me. As a Kony employee,



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you will be expected to abide by all Kony's published policies and procedures and acknowledge such in writing if so requested. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions of this offer letter and the attached documents, if any. Should you have anything else that you wish to discuss, please do not hesitate to call me.

We look forward to the opportunity to welcome you to the Company.

I have read and understood this offer letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as part of my employment offer except as specifically set forth herein.

EMPLOYEE

Employee Signature

Printed Name

Date

KONY SERVICES, INC.

Heather Henry
Heather Henry (Aug 29, 2018)

Authorized Signature
Heather Henry

Senior Director, Talent Acquisition

Printed Name, Title

Aug 29, 2018

Date

PROPRIETARY INFORMATION, INVENTIONS, AND NONCOMPETITION AGREEMENT

The following confirms an agreement between Kony, Inc., a Delaware corporation (the "Company"), and me which is a material part of the consideration for my initial employment by the Company:

1. I recognize that the Company is engaged in a continuous program of research, development and production respecting its business, present and future, including fields generally related to its business, and that the Company possesses, will possess, and will continue to possess information that has been created, discovered, developed or otherwise become known to the Company (including without limitation, information created by, discovered or developed by, or made known to, me during the period of or arising out of my employment by the Company) and/or in which property rights have been or will be assigned or otherwise conveyed to the Company, which information has and will have commercial value in the business in which the Company is engaged. All of the aforementioned information is hereinafter referred to as "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, formulae, data, software programs, improvements, inventions, techniques, marketing plans, strategies, forecasts, computer programs, copyrightable material and customer lists.
2. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to any information:
 - (a) applicable to the business of the Company; or
 - (b) applicable to the business of any client or customer of the Company, which may be made known to me by the Company or by any client or customer of the Company, or learned by me during the period of my employment.
3. I agree and acknowledge that the enforcement of this Agreement is necessary to ensure the preservation, protection and continuity of the business, competitive advantage and goodwill of the Company. I acknowledge that the products and services to be sold and rendered by the Company are unique in character and are of particular significance to the Company, and that the Company is in a competitive business. In consideration of my employment by the Company and the compensation received by me from the Company from time to time, I hereby agree as follows:
 - (a) All Proprietary Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights, and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by the Company and after its termination by the Company or by me for any reason, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties for the Company.
 - (b) All documents, records, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, furnished to me by the Company or produced by myself or others in connection with my employment shall be and will remain the sole property of the Company and shall be returned to it immediately as and when requested by the Company.

(c) I will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, formulae, ideas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the term of my employment (all such improvements, inventions, formulas, ideas, processes, techniques, know-how and data are hereinafter collectively referred to as "Inventions").

(d) I agree that all Inventions which I develop or have developed (in whole or in part, either alone or jointly with others) and (i) which use or have used equipment, supplies, facilities or Proprietary Information of the Company, or (ii) which use or have used the hours for which I am to be or was compensated by the Company, or (iii) which result, in whole or in part, from work performed by me for the Company, shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Inventions. I further agree as to all such Inventions and improvements to assist the Company in every proper way (but at the Company's expense) to obtain, and from time to time to enforce, patents, copyrights or other rights on said Inventions in any and all countries, and to that end I will execute all documents for use in applying for and obtaining such patents and copyrights thereon and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. My obligation to assist the Company in obtaining and enforcing patents, copyrights or other rights for such Inventions and improvements in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance. If after making reasonable efforts the Company is unable to secure my signature to any lawful and necessary document required to apply for or execute any patent, copyright or other applications with respect to such Inventions and improvements (including renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by me. In the event that the Company executes any document as attorney-in-fact on behalf of me, the Company will take reasonable steps to notify me of such execution as soon as possible after such execution.

Exception to Assignment. If I work and reside in California, I understand that the assigned Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention that qualifies fully for exclusion under the provisions of Section 2870 of the California Labor Code.

(e) As a matter of record I attach hereto as Exhibit A, a complete list of all Inventions or improvements relevant to the subject matter of my employment by the Company which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment with the Company that I desire to remove from the operation of this Agreement, and I covenant that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions and improvements at the time of signing this Agreement.

(f) During the term of my employment and for one (1) year following the termination thereof, I shall not, directly or indirectly on behalf of myself or any person or entity, solicit, induce, influence, combine or conspire with, or attempt to solicit, induce, influence, combine or conspire with, any of the officers or

employees of the Company to terminate their employment with or compete against the Company or any of its present or future subsidiaries, parents or affiliates.

(g) During the term of my employment and for one (1) year following the termination thereof, I shall not, directly or indirectly on behalf of myself or any person or entity, solicit, induce or influence, or attempt to solicit, induce or influence, any of the customers, partners or suppliers of the Company to terminate or otherwise adversely alter their relationship with the Company or any of its present or future subsidiaries, parents or affiliates.

(h) I agree that, during the term of my employment with the Company and for a twelve (12) month period thereafter, I will not engage in any other employment, occupation, consulting or other business activity which is competitive with the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.

(i) I agree that I will not, during the term of my employment with the Company, improperly use or disclose any confidential information or trade secrets of any of my former or concurrent employers or other persons or entity and that I will not bring onto the premises of the Company any unpublished document or confidential information belonging to any such employer, person or entity unless consented in writing by such party.

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

(k) I represent that my execution of this Agreement, my employment with the Company and my performance of my proposed duties for the Company in the development of its business will not violate any obligations I may have to any former employer.

4. I agree that any breach of this Agreement by me will cause irreparable damage to the Company and that in the event of such breach, the Company shall have, in addition to any and all remedies at law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder. If, in any judicial proceedings, a court shall refuse to enforce any of the other separate covenants set forth in Section 3, then such unenforceable covenant shall be amended to relate to such lesser restriction as shall be enforceable or, if deemed appropriate by such court, deemed eliminated from these provisions for the purpose of those proceedings to the extent necessary to permit the remaining separate covenants to be enforced.

5. I acknowledge that the Defend Trade Secrets Act Notice 18 U.S.C. § 1833(b) provides that the parties to this Agreement have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

6. I understand that this Agreement does not create any obligation on the part of the Company or any other person or entity to continue my employment. My employment relationship with the Company is at will, meaning that either the Company or I may terminate the relationship with or without cause or prior notice.

7. I acknowledge that any waiver by either party 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 provisions thereof.

8. I hereby agree that each provision of this Agreement shall be treated as a separate and independent clause, and that the unenforceability of any one clause shall 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 shall 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 shall 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 shall then appear.

9. This Agreement shall be effective as of the first day of my employment by the Company.

10. This Agreement shall be binding upon me, my heirs, executors, assigns, and administrators and shall inure to the benefit of the Company, its successors and assigns. I agree that the Company may transfer all or any part of its right, title and interest in and to this Agreement to any other person (including without limitation a natural person, corporation, partnership, joint venture, association or other legal entity), and such transfer will be immediately effective without notice to me.

11. In the event of any breach hereof, the time restrictions applicable to Section 3 shall be tolled until the date of entry of an order granting the Company preliminary or temporary injunctive relief and shall continue uninterrupted for the remainder of the period of restriction.

12. **Jury Waiver.** This Agreement shall be interpreted under and governed by the laws of the State of Texas. The exclusive venue of any action brought under this Agreement shall be Travis County, Texas. The parties hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in conjunction with this Agreement, or any course of conduct, course of dealing, statement (whether verbal or written) or actions of either party.

13. Employee shall, and Company may, disclose this Agreement and its terms to any future or prospective employer of Employee and to any client, customer, or prospective client or customer of Company, Employee, or future employer of Employee.

13. If, at any time, Employee believes that for any reason Employee is no longer bound by this Agreement, Employee must notify Company in writing within 30 days of the circumstance or event which forms the basis for such belief. Such notice shall state with particularity the circumstance(s) or event(s) that forms the basis for Employee's belief. Failure to strictly comply with this notice requirement on a timely basis shall serve as a waiver of Employee's contention that Employee is no longer bound by this Agreement. After receipt of such notice, Company shall have 30 days to remedy the circumstance or event. If Company remedies the circumstance(s) or event(s), this shall serve as a waiver of Employee's contention that Employee is no longer bound by this Agreement. Any effort by Company to remedy the circumstance(s) or event(s) shall in no way be construed as any sort of admission that the circumstance(s) or event(s) relieves Employee of Employee's obligations under the Agreement. Any notice to Company shall be delivered by U.S. Mail, postage prepaid [return receipt requested], to the following address: Kony, Inc., Attn: Human Resources, 9225 Bee Cave Road, Building A, Suite 300 Austin, TX 78733.



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Accepted and Agreed to:

EMPLOYEE

Employee Signature

Printed Name

Date

KONY, INC.

Heather Henry
Heather Henry (Aug 29, 2018)

Authorized Signature
Heather Henry

Senior Director, Talent Acquisition

Printed Name, Title

Aug 29, 2018

Date



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EXHIBIT A

The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Kony Services, Inc., ("Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company that I desire to remove from the operation of the attached Proprietary Information, Inventions and Noncompetition Agreement.

_____ No inventions or improvements.

_____ See below – Any and all inventions regarding:

_____ Additional sheets attached.

I propose to bring to my employment the following materials and documents of a former employer:

_____ No materials or documents.

_____ See below:

Employee Signature Date