



October 27, 2023

Dear **Naga Ajay**,

It has been our pleasure interacting with you during the interview process and we thank you for your interest in seeking employment with PowerSchool India Private Ltd. (i.e. "PowerSchool" and/or the "Company").

We are pleased to offer you the position of **Engineer I** with PowerSchool. After taking into account your interview feedback, previous accomplishments and experience, we are offering you annual Cost to Company of **INR 13,15,704** (a break up of total salary has been mentioned as Annexure A to this letter). Also, please note that the detailed terms and conditions of your employment is contained as Annexure B to this letter.

Date of Joining: **January 3, 2024** or such other date as may be indicated by PowerSchool.

We have arrived at a decision of fitment after a careful and fair scrutiny of your performance in the interview against our internal parity and company standards. Please note that this offer for employment is contingent upon your full and complete disclosure to the Company of any and all agreements (non-competition, non-solicitation, employment, confidentiality or otherwise) with any prior employer, clients, principals, partners or others which in any way limit you either contractually or otherwise from engaging in any business activities required or contemplated by the Company in this offer for employment. The Company reserves the right to withdraw this offer or terminate your employment without any obligation whatsoever in the event that it determines or believes that any contractual or other obligation may limit your ability to engage in business activities for the Company.

If you wish to accept our offer terms and conditions, please sign and return a copy of this letter (along with the annexures) within 5 days from the date of this letter, to the undersigned. This offer shall automatically lapse unless you confirm your acceptance of it and return a copy within the prescribed time.

Should you accept this offer, you are requested to provide the Company with copies of the following documents (if not provided earlier) along with 2 recent passport-sized photographs, prior to your joining date:

1. Relieving and experience letter issued by your most recent employer
2. Most recent passport
3. Education certificates of 10th, 12th and degree or highest degree.
4. Last 3 months pay slip.

5. Permanent Account Number (PAN) card.
6. Aadhar card.

Please treat this letter and its contents as strictly confidential and do not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without the Company's prior written consent. Your salary and benefits are confidential, and you should refrain from discussing it with other employees of the Company.

If you have any questions in relation to this offer or would like to review the terms and conditions, please do not hesitate to contact me.

We at PowerSchool look forward to working with you and having you part of our team.

Regards,

Mitu Mehra

Mitu Mehra
Senior Director, People Experience

Acceptance

I hereby accept the terms and conditions of this offer for employment with PowerSchool India Private Ltd. and agree to join on such date as may be communicated to me by PowerSchool India Private Ltd. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Sign:
Naga Ajay

Date Signed:

Annexure A
Compensation Detail
Your compensation package is made up of the following:

Compensation Break-up (A)	Monthly Pay	Yearly Pay
Basic Salary	45833	550000
House Rent Allowance	18333	220000
Leave Travel Allowance	7639	91667
Fuel Expense Allowance	2400	28800
Special Allowances	15661	187933
Total (A)	89866	1078400
Company Contributions (B)		
Employer Contribution to PF	1800	21600
Total (B)	1800	21600
Fixed Pay (A+B)	91666	1100000
Performance bonus (Variable Pay)		110000
Total Gross Pay	91666	1210000
Company Benefits (C)		
Food Coupon	2200	26400
Mobile and Internet Allowance	1500	18000
Gratuity		26442
Group Mediclaim Insurance Premium		34862
Total Cost To Company (A+B+C)		1315704

Company Contribution

- Provident Fund

Employer contribution of 12% of Basic Salary or INR 1800 would be remitted directly to the PF department as opted by the employee. An equivalent employee contribution of PF (12% of Basic/ INR 1800) will be deducted from employee's fixed gross pay and remitted to PF department every month.

- National Pension Scheme (NPS)

At the option of the employee, the NPS contribution amount will be carved out from your special allowance component and contribution will be remitted to the NPS every month. This can be maximum up to 10%.

Your take home is subject to statutory deduction such as PF, PT, LWF, Income tax, etc.

- Performance bonus (Variable Pay)

This will be paid to you as per the applicable Bonus Plan.

Company Benefits

- Food Coupon

Food coupon amount is uploaded on HDFC FoodPlus card on monthly basis.

- Gratuity

Eligibility for payment is as per Payment of Gratuity Act of 1972 wherein the employee must complete 4 years 190 days of continuous service with the Company.

Your take home is subject to statutory deduction such as PF, PT, LWF, Income tax, etc.

- Group Mediclaim Insurance

Hospitalization coverage is provided by the company for self + 5 persons (spouse and maximum two children and parents OR in-laws – No combinations). General coverage for self + spouse and maximum two children is upto INR 10,00,000/- per annum and for parents OR In-laws the coverage is INR 500,000/- per annum.

Additional Insurance Benefits

In addition to the group Mediclaim insurance mentioned under the compensation details, the following insurance coverage are also provided:

Group Personal Accident Insurance

Coverage is only for self, up to an amount equivalent to 3 times annual fixed compensation.

Group Term Life Insurance

Coverage is only for self, up to an amount equivalent to 3 times annual fixed compensation.

Internet & Mobile Allowance - As per the company policy.

Annexure B

Terms and Conditions of Employment

Introduction

You will perform all acts, duties and obligations and comply with such orders of the Company or your superiors as are reasonably consistent with your job title. The Company may require you to undertake the duties of another position, either in addition to or instead of the above duties. The Employment will continue until terminated by either party in accordance with the termination provisions under this letter. This document sets out the terms and conditions of your employment with PowerSchool India Private Ltd. ("the Company") and constitutes your employment agreement with the Company.

1. Joining Date

Your scheduled date of employment with PowerSchool will commence on **January 3, 2024** or such other date as may be indicated by the Company.

Background Verification:

PowerSchool reserves the right to conduct a background check through an authorized partner, which includes but is not limited to a criminal records check, reference checks, dual employment or moonlighting checks, and verification of education. If the results of your education and other background check reveal information that is inconsistent with our standards or that disclosed by you, this offer may be rescinded or your employment will be considered ineffective and irregular and would be liable to be immediately terminated without any obligation whatsoever, without any notice amount payout. In these cases, PowerSchool may also choose to seek repayment of any valid expenses, such as training, travel cost etc.

2. Job Location

You will be employed by the Company as position and will be based at the Company office in **Bangalore**. You will report to **Prakasam Sellappan** or any Manager as designated from time to time within **Research and Development**.

The Company may, at its sole discretion, second, depute, assign and/or transfer you to any other office of the Company in India or overseas or to any affiliates of the Company or to any third parties. Further, in such case, you shall also be bound by any policy of such other office or affiliate, in existence now or that may be subsequently framed by the Company or its affiliates. The Company may require you to make visits and travel both within India and overseas, as may be necessary for the proper discharge of your duties.

3. Working Hours

As an employee, you are expected to work for 9 hours a day and 5 days in the week. Your manager will confirm your working hours. You are also expected to cooperate with the company whenever there is a business exigency.

4. Compensation and Benefits

- Salary

Your annual cost to company will be **INR 13,15,704** subject to applicable taxes to be deducted at source by the Company, according to Income tax laws. You shall be paid on a monthly basis, net of all applicable deductions, on or after the last working day of the month. Please note that professional tax, income tax, PF contributions, ESI contributions, labour welfare fund contributions, etc. and all other taxes/contributions (if any), as applicable shall be deducted from the gross monthly salary payable each month. As such, your net salary will depend on amount and nature of tax saving investments you make, as well as the bills and receipts you produce for tax-exempt reimbursable expenses.

- Bonus

You may be eligible to participate in the company bonus scheme as applicable to you. If you have joined after the start of the fiscal year, this amount will be pro-rated for the first year. This is a discretionary scheme and the Company reserves the right to amend or withdraw any part of this plan with appropriate notice. Bonus rules and guidelines are in place and these will be detailed to you after joining. Any such bonus payout shall include the statutory amount of bonus payable by the Company.

Performance Bonus payout is determined by PowerSchool's goals and your contribution towards the success of the organization.

- Medical Insurance

You may be eligible to participate in the Company's group medical insurance policy covering you and your eligible family members.

- Group Term Policy

You will be covered under the Company's Group Term policy from the date of your joining subject to limits of insurers

Any contribution that the Company is mandated by law to contribute to any of the applicable statutory schemes in the future shall always be deemed to be part of the salary with consequent changes in the salary components. Further, if during your employment with the Company, you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you, against the compensation payable to you and recover the remainder of such amount.

Note: Please note the above compensation structure is subject to change as per the policies of the Company from time to time.

5. Performance Review

A review of your performance and salary shall be carried out in accordance with the current policy and practice of the Company.

6. Employee Undertaking

You agree that during your employment you will carry out such duties as may be required by the Company from time to time and comply with all reasonable instructions and regulations relating to the Company or to any Group Company (or by anyone authorized by it). You will also (during your working hours) devote the whole of your time, attention and ability to your duties, work diligently and promote the interests of the Company.

Except as otherwise agreed between You and the Company, You are not permitted for any form of dual employment under applicable laws of the land. You agree to comply with the Dual Employment or Moonlighting Policy of the Company. You shall not either solely or jointly or as director, manager or agent actively carry on or be engaged, employed, concerned or interested in any other trade, business, organization or employment on a permanent, temporary or part-time basis or offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of the Company. This shall however not prevent you from holding shares, up to 5%, in any publicly quoted company or up to 5% of debentures or other securities by way of genuine investment, subject to you making disclosures as may be required by the Company.

You shall in all respects conform to Rules, written or followed generally, as currently in force for the proper conduct of the Employee during the course of employment. Where there is any conflict, this agreement shall prevail over any such Rules.

7. Employee's Declaration:

You declare that:

1. You will ensure the security of confidential information coming to your knowledge in the course of employment, and shall disseminate the same only as allowed in this agreement
2. You will abide by the company policies and procedures relating to the use of company resources – tangible or not, including third party resources in the possession of the company
3. Information provided by you to the company with respect to yourself on identity, address, education, past employment, experience, remuneration and any other that the company has relied on to make this offer of employment to the employee are true and correct
4. You have not been convicted of any criminal offence nor are you a party to any pending proceeding
5. You are not adjudged an insolvent nor are part of any such proceeding
6. You have been honorably relieved by your immediate past employer and all others before and that you accord to the Company your free consent to seek proof of your credentials from any or all of your past employers

And you accept that if any of the above declarations are found to be untrue, the same shall constitute 'gross misconduct' and you shall be subject to disciplinary action leading up to termination of employment.

8. Health and Safety

You shall take all reasonable steps to safeguard your own health and safety and that of any other person who may be affected by your actions at work.

The Company is a non-smoking organization and you shall not smoke in any of the Company's premises.

9. Company Benefits

All Company provided benefits that are not specifically stated in this Agreement are discretionary and may be withdrawn at any time.

10. Sexual Harassment Prevention Clause

PowerSchool India has a very strict policy against Sexual Harassment. Sexual harassment will not be tolerated either in the office premises or whilst on assignment or in any place visited by the employee arising out of or during the course of employment and includes transportation service provided by the organization. Sexual harassment shall be treated on par with other forms of misconduct under the employment contract and will attract disciplinary proceedings. Any person found involved in sexual harassment shall face severe consequences as mentioned under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, which can include deduction from salary or wages payable, initiation of criminal proceedings or termination of the employment.

For the purpose of this clause, the expression 'sexual harassment' shall have the same meaning as under Section 2(n) and 3(2) of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

11. Probationary Period

The first four (4) months of your employment will be considered as probationary period. On successful completion of your probationary period, your employment with the company is deemed to be confirmed unless or otherwise communicated by your manager and People Experience team. For further details, please refer the Employee Policy Handbook - Probation period employment.

12. Termination of Employment

Either party may terminate the employment relationship by notice in writing of one month if an employee is on probationary period and two month's notice post completion of probationary period. The Company reserves the sole right of payment in lieu of notice. During the probationary period, your services may be terminated with seven (7) days' notice. In case you have given a notice to resign or terminate your employment with the Company, you are expected and required to diligently serve the entire notice period.

However, in such a case of resignation, the Company may, at its sole discretion, without being obligated to do so, (i) require you to leave service at any time during the notice period without any payment for the balance unexpired portion of the notice period or (ii) upon your request allow you to leave service during the notice period only upon you making payment to the Company in the form of damages for breach, the amount equivalent to your salary for the balance unexpired portion of the notice period. You hereby expressly consent to the Company recovering any notice amount payable by you, from your full and final settlement or any other amounts due to you from the Company, to the extent recoverable.

You will automatically retire from the service of the Company on attaining the age of 60 years, unless otherwise expressly extended by the Company. In such case, no notice or payment in lieu thereof to terminate employment will be required by either party.

The Company may, in its sole discretion, require you at any time during your notice period not to attend your place of work and/or not to perform any duties for the Company or to perform any such duties, projects or tasks as are expressly assigned to you by the Company. You shall continue to be employed by the Company during such period and therefore shall be eligible to receive your full pay and benefits during such period. During any such period, you shall (i) notify the Company of any change of address or contact details, (ii) if requested by the Company, refrain from contacting employees, clients and professional contacts of the Company, (iii) cease to be an authorized signatory of the Company or hold a power of attorney for the Company, and (iv) continue to be bound by the express and implied duties of your employment, including, without limitation, by the duty of fidelity and good faith owed to the Company. Such period shall be offset against any annual leave that you may have accrued.

The Company reserves the right to terminate your services in the event of your continuous ill health.

Notwithstanding anything to the contrary, the Company reserves the right to terminate your employment at any time (whether you are in probation or in confirmed employment) without notice or payment in lieu of notice if it has reasonable grounds including but not limited to deficiency of performance, or if you are found guilty of misdemeanor, misconduct, negligence or any breach of the Company's policies and procedures or the terms and conditions of this agreement including, without limitation in the event of your:

- (i) fraudulent, dishonest or undisciplined conduct,
- (ii) breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's property,
- (iii) insubordination or failure to comply with the directions given to you by persons so authorized,
- (iv) insolvency or conviction for any offence involving moral turpitude,
- (v) breach of any terms of this Agreement or the Company's Policies or other documents or directions of the Company,
- (vi) irregularity attendance, or your unauthorized or unapproved absence from the place of work for more than three (3) consecutive working days,
- (vii) going on or abetting a strike in contravention of any law for the time being in force,
- (viii) conduct which is in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or

(ix) your misconduct as provided under the labour laws or Company policies.

Upon termination, for any reason whatsoever, you shall:

1. not at any time thereafter, make any untrue, disparaging or misleading oral or written statements about the Company, or its business. Further, you will not represent or permit yourself to be held out as being in any way connected with, directly or indirectly, or being interested in the business of the Company, except as a former employee of the Company for the purpose of communicating with prospective employers or complying with any applicable statutory requirements;
2. not at any time thereafter use the name of the Company or any other name capable of confusion therewith (whether by using such names as part of a corporate name or otherwise); and
3. immediately return to the Company all confidential information (as such term is defined and understood in the attached Employee Confidentiality, Invention Assignment, Non Solicit, and Non-Compete), equipment, correspondence, records, specifications, software, disks, models, notes, reports and other documents and any copies thereof and any other property belonging to the Company or its associated companies (including but not limited to the Company's car, keys, credit cards, equipment and passes) which are in your possession or under your control. You must, if so required by the Company, confirm in writing that you have complied with your obligations under this section.
4. For more information on separation / termination policy, please refer the Employee Handbook.

13. Intellectual Property

You expressly acknowledge that during the entire tenure of your employment you shall accrue no rights to the whole or part of any intellectual property rights created or acquired by the Company either explicitly or implicitly through project life cycle. All such intellectual property rights shall be the absolute and sole property of Company. You in accepting this employment by affixing your signature on the contract of employment or upon joining employment, whichever is earlier, declares that you shall have no claim, right, concern, privilege or interest of whatever nature, pecuniary or otherwise, in the intellectual property right stated as above during or after your employment with the company. Further, you hereby irrevocably, absolutely and perpetually assign to the Company worldwide rights in respect of all of your right, title, and interest, including IPRs, in respect of the Intellectual Property developed by you, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of its Intellectual Property.

14. Indemnity and Refund

You undertake to refund to the Company, without demur, all the costs of training provided by the Company during employment, including any formal / external training, on the termination of this contract of employment, whether by the Employee or the Company (for gross misconduct) within 12 months from the date of completion of the training stated hereinbefore subject to any specific policy / practice prevailing at that relevant time.

15. Confidential Information, Non-Compete and Non-Disclosure

The effective date of this agreement is the date of acceptance by you of when the employment offer is made by the Company, or the date at which confidential information was shared with the employee, whichever came first.

Confidential information for the purpose of this agreement includes but is not limited to:

"All information including names of customers, prospects, project with customers and its value, processes relating to but not limited to, execution of projects, their management, software and other resources including people and technology, used or to be used in current or future projects and salary details of the employee."

You shall use the Confidential Information only for the purpose of discharging the duties and responsibilities as entrusted to you during the course of employment with the company.

You shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, any time, to any person or competitor of the Company/affiliates; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfill your duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

You shall protect the Confidential Information by using reasonable degree of care to prevent:

1. any use not authorized herein;
2. dissemination to any employee of the Company without a need to know such Confidential Information to further the purpose described herein; and
3. communication to any third party or publication of the Confidential Information.

Employees of the company having a need to know can receive the Confidential Information provided they are bound by a non-disclosure agreement with the Company no less restrictive than this agreement.

This clause imposes no obligation upon you with respect to Confidential Information received hereunder which:

1. was already known to you without a duty of confidentiality;
2. is or becomes publicly available;
3. is rightfully received by you from a non-related party that does not have a non-disclosure agreement with the Company.

Any information in any form disclosed under this agreement is so done "AS IS".

16. Obligations After Employment

You shall not directly or indirectly for the six months after the termination date, whether on your own account or as a director, employee, partner, consultant or otherwise, be engaged in any project with the existing clients of the Company, which is or shall be wholly or partly in competition with any of the projects that the Company is currently executing at the date of your employment and in which you have been directly concerned or involved to any material extent.

Where the employment is terminated at any time after 12 months from the date of employment, the obligation shall apply only to the projects in which you were materially involved during the 12 months preceding the termination date or in relation to which you, at the termination date, possess Confidential Information.

At any time after the termination date, you shall not directly or indirectly, whether on your own behalf or on behalf of another person induce or seek to induce by any means involving the disclosure or use of Confidential Information, any customer or supplier to cease dealing with the Company or to restrict or vary the terms upon which it deals with the company; be held out or represented by you or any other person, as being in any way connected with or interested in the company; or disclose to any person, or make use of, any Confidential Information of the Company.

The term "Company" includes its affiliates, holding and subsidiary companies.

17. Return of Company Property

On the termination of your employment, or at any time you are requested to do so, you shall promptly return to the Company all documents, all other property and equipment belonging or relating to the Company. If any damage is caused to the equipment or property of the Company due to negligence, you are liable to make good such loss. You shall not without the written consent of the Company take any copies thereof.

18. Changes to Employment Terms

This offer of employment contains the initial terms of employment which may change from time to time and must be agreed upon by both parties. Any changes to employment terms will be communicated to you through acceptable channels of communication like email or letter.

19. Governing Law and Arbitration

Your employment with PowerSchool shall be governed by the laws of India. Any disputes pertaining to the terms and conditions of your employment which cannot be settled amicably shall be subject to arbitration conducted by a sole arbitrator appointed jointly by the parties and as per the rules of the Mumbai Centre for International Arbitration. The place and seat of arbitration shall be Bangalore.

20. Other Matters

1. Any delay or forbearance by the Company in exercising any right under this Agreement shall not constitute a waiver of such right.
2. The Company agrees to reimburse any travel or other expenses reasonably incurred by you in carrying out the Company's business in accordance with its current business plan and procedures, if you produce evidence of such expenditure to the Company.
3. The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as spouse or children). Such data may be received from you, or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Company may process such data for relevant and limited purposes. By signing this Agreement, you expressly consent to the following:
 - a. the processing of such personal data by the Company;
 - b. the collection and processing of sensitive personal data for limited purposes;
 - c. the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
 - d. treating any personal data to which you have access in the course of your employment strictly in accordance with Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.
4. You agree to notify the Company immediately of any gifts or hospitality that may be offered to you by the Company's customers.
5. If this employment is terminated by either party and you are offered re-employment by the Company or any other group company on terms which in all material respects are no less favorable than the terms of this employment, you shall have no claim against the Company in respect of such termination.
6. You agree that the Company may hold on computer all data, coming within its knowledge, about you.
7. If any provision of this employment agreement is held to be invalid, illegal or unenforceable the remainder of this agreement shall nevertheless remain in full force and effect in other circumstances.
8. This agreement cancels and is in substitution of all previous letters of engagement, agreements and arrangements whether oral or in writing relating to the subject matter hereof between the Company and you, all of which shall be deemed to have been terminated by mutual consent.

9. The Company reserves the right to vary the terms and conditions of employment, subject to notification in writing.

10. Where you have received a subsequent letter or revised offer after this agreement indicating different terms and conditions to the above, the letter is part of the agreement and in the event of a conflict the terms of the latest letter / offer shall prevail.

11. The laws of the Union of India shall govern this agreement and the Indian courts shall have exclusive jurisdiction over all disputes arising under this agreement.

I confirm the above terms and conditions are an integral part of the employment offer of even date accepted unequivocally by me and have affixed my signature below in token thereof.

Employee Signature:

Name: Naga Ajay

Date Signed:

CONFIDENTIAL INFORMATION, INVENTIONS ASSIGNMENT, NON-COMPETE AND NON-SOLICIT AGREEMENT

This Confidential Information, Inventions Assignment, Non-Compete and Non-Solicit Agreement ("Agreement") is made on 1st December 2017, by and between:

PowerSchool India Private Limited, a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at Embassy Tech Village, 8th floor Wing A Primrose Tower Campus 7B, Outer Ring Road, Devarabisanahalli, Bellandur, Bengaluru, Karnataka 560103, India (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns); and

Naga Ajay residing at hereinafter referred to as the "**Employee**".

The Company and the Employee shall hereinafter jointly be referred to as the "Parties" and severally as the "Party".

AS A CONDITION OF, AND IN CONSIDERATION OF, THE EMPLOYEE'S EMPLOYMENT WITH THE COMPANY AND RECEIPT OF COMPENSATION, NOW AND HEREINAFTER PAID TO THE EMPLOYEE BY THE COMPANY, THE EMPLOYEE VOLUNTARILY AGREES TO ABIDE BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT:

DEFINITIONS AND INTERPRETATION

In this Agreement:

1. **"Affiliate"** means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under the common control as that of the Company;
2. **"Business"** means and includes, business activities related to developing and providing information technology and information technology enabled services for the education sector and other related industries, including but not limited to, student information systems, registration and school choice, assessment and analytics, learning management, special education management, and enterprise resource planning management.
3. **"Competitor"** means and includes all such Persons whether domestic or foreign, which carry on or which are likely to carry on business similar to the Business as defined herein above and/or directly or indirectly compete or have the potential to compete with the Company;
4. **"Confidential Information"** means and includes, information which is confidential and proprietary to the Company and/or Affiliates and/or to certain third parties with which the Company and/or Affiliates has relationships, and disclosed to or obtained by the Employee from the Company and/or Affiliates and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to the Company and/or Affiliates and/or its Competitors (present or potential) such as Company's Intellectual Property; Inventions; content; data; techniques; plans; designs; programs; customer information; identity and job descriptions of Company personnel; the Company's organizational structure; financing relationships or terms; service provider or vendor relationships or terms; processes; methodologies; compensation or bonus data; the terms of this Agreement; or other information not in the public domain pertaining to the Business or affairs of the Company or of any of its Affiliates; but does not include information: (i) that is in the public domain other than by the Employee's breach of this Agreement and/or of any other agreement to which the Employee is bound by; (ii) that was previously known by the Employee, as established by written records of the Employee prior to receipt of such information from the Company and (iii) that was lawfully obtained by the Employee from a third party without any obligations of confidentiality to Company;
5. **"Intellectual Property"** includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code (including source code and object code), databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments;
6. **"Invention(s)"** means and includes all Intellectual Property conceived, discovered, authored, invented, developed or reduced to practice by the Employee, solely or in collaboration with others, during the Employee's employment with the Company

(including during any off-duty hours), with or without the use of the Company's databases, resources, infrastructure, equipment, supplies, facilities, or Confidential Information, and Intellectual Property Rights contained therein;

7. **"Intellectual Property Rights"** or **"IPRs"** include:

- (i) all rights, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; trademarks; trade secrets; and any similar rights in respect of Intellectual Property, anywhere in the world, whether negotiable or not;
- (ii) any licenses, permissions and grants in connection therewith;
- (iii) applications for any of the foregoing and the right to apply for them in any part of the world;
- (iv) right to obtain and hold appropriate registrations in Intellectual Property and,
- (v) all extensions and renewals thereof;
- (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same;

8. **"Person"** or **"Persons"** means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof that is not a party to this Agreement;

Unless the context of this Agreement otherwise requires (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (iv) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified; (v) headings are used for convenience only and shall not affect the interpretation of this Agreement; and (vi) references to the Clauses and Annexures shall be deemed to be a reference to the clauses and annexures of this Agreement.

CONFIDENTIAL INFORMATION

1. The Employee acknowledges that during the course of the Employee's employment with the Company, the Employee has had and will continue to have access to Confidential Information of the Company and/or Affiliates and/or received by the Company from third parties, which is confidential to the Company and/or Affiliates and/or such third parties. The Employee expressly acknowledges that such Confidential Information is the valuable property of the Company/Affiliates and/or their customers and is critical to the Business.
2. The Employee shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, any time, to any Person or competitor of the Company/Affiliates; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfill the Employee's duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.

3. Notwithstanding the aforesaid provisions, the Employee may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Employee shall in such a case give the Company prior notice of 5 days of any prospective disclosure and shall assist the Company in obtaining an exemption, injunction, or protective order preventing such disclosure.
4. The Employee shall return to the Company or to its nominees Confidential Information, including copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information which is in the Employee's possession, power and control as and when called upon by the Company and upon termination/cessation of the Employee's employment with the Company or at the option of the Company, as the case may be, destroy the same and not make or retain any copies of such Confidential Information. Until such time as all such Confidential Information is returned or destroyed, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any salary, emoluments or other dues of the Employee. Further, the Employee shall compensate the Company for any misuse of the Confidential Information. On or immediately after the termination/cessation of the Employee's employment with the Company, the Employee shall certify (as per the format provided by the Company) that the Employee has complied with the obligations imposed under this clause.
5. The Employee understands that access to the Company's databases and resources, including but not limited to databases, framework, infrastructure, resources relating to clients, salary information, benefits, or stock of Company employees (if any), is only on a "need to know basis". The Employee understands that the Employee is not permitted to access any Company database or resource, unless the database or resource directly relates to the work being performed by the Employee, and the Employee agrees that the Employee will not access any databases or resource other than those necessary to perform the Employee's duties. The Employee understands that accessing a Company database or resource that does not directly relate to the work required to be performed by the Employee may, at the sole option of the Company, result in disciplinary action, up to and including termination of employment. The Employee also understands and agrees that sharing passwords, using another employee's password, or allowing someone to use a password that has been designated solely as the password of the Employee, may, at the sole option of the Company, result in disciplinary action up to and including termination. The Employee also understands that the Company may monitor and review which databases and resources that the Employee has been accessing at any time without prior notice to the Employee and that the Employee does not have an expectation of privacy at the workplace.
6. During the term of employment, the Employee will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom the Employee has an obligation of confidentiality, and the Employee will not bring onto the premises of the Company or Company's clients any unpublished documents or any property belonging to any former employer or any other person to whom the Employee has an obligation of confidentiality.

INTELLECTUAL PROPERTY

1. **Acknowledgment:** The Employee acknowledges and agrees that any Invention(s) as well as any portion thereof developed by the Employee shall be the sole property of the Company from date of creation thereof.
2. **Disclosure:** During the term of the Employee's employment and for six (6) months after termination/cessation of the Employee's employment with the Company, the Employee agrees to maintain adequate and current written records on the development of all Inventions and to disclose promptly upon its creation to the Company all Inventions and relevant records, which records will remain the sole property of the Company. The Employee further agrees that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program (including object code and source code), original work of authorship, design, formula, discovery, patent or copyright that the Employee does not believe to be an Invention, but is conceived, developed, reduced to practice by the Employee (alone or with others) during the period of employment, shall be promptly disclosed to the Company.
3. **Handing-over:** The Employee agrees that all originals and all copies of any and all material containing, representing, evidencing, recording, or constituting all or part of the Invention, however and whenever produced (whether by Employee or others) and whether or not protected under copyright law or patentable or protected under other intellectual property law, shall be immediately handed over to the Company upon its creations and any copies thereof returned to the Company upon termination of Employee's employment for any reason.
4. **Ownership:** The Employee expressly agrees that the exclusive ownership of all content and/or part of any Inventions that is not protected under copyright laws and/or other intellectual property law and/or that is not patentable shall automatically and irrevocably vest with the Company from date of creation. The Employee hereby waives all moral rights in relation to any Inventions.
5. **Assignment:** The Employee hereby irrevocably, absolutely and perpetually assigns to the Company worldwide rights in respect of all of the Employee's right, title, and interest, including IPRs, in respect of any Invention, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Employee hereby agrees to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. The Employee further agrees to assist and cooperate with the Company in perfecting the Company's rights in any of its Intellectual Property.
6. **Agreement to Assign:** To the extent any assignment of any Invention cannot be made to the Company or its designees, for any reason whatsoever, the Employee hereby irrevocably, absolutely and perpetually agrees to assign to Company or its designees, all of the Employee's right, title and interest including IPRs therein or any part thereof.
7. **Co-operation:** During and after the term of the Employee's employment by the Company, the Employee shall and undertakes to assist the Company, at the Company's expense, in every proper way to (i) secure and maintain the Company's rights hereunder and to carry out the intent of this Agreement and for vesting the

Company with full title of any Invention and all rights, titles and interest including IPRs therein; (ii) to apply and prosecute registration applications in respect of IPRs relating to any Invention for the Company's benefit, in any and all countries; (iii) sign, execute, affirm all documents, including, without limitation, all applications, forms, instruments of assignment and supporting documentation and perform all other acts as may be required for the abovementioned purposes.

8. **Power of Attorney:** Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any IPRs in any Invention, due to any cause, the Employee hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as the Employee's agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of IPRs or protection in respect of any Invention, with the same force and effect as if executed and delivered by the Employee. The Company reserves the right to appoint another attorney in lieu of the attorney as appointed hereinabove.
9. **Third-Party Material:** The Employee represents and warrants that the Employee will not use or integrate in any Invention any third party materials or data that are not validly licensed to the Company unless previously authorized by the Employee's reporting officer in the Company. The Employee represents and warrants that the Employee has not violated the Intellectual Property Rights of any third party including but not limited to the Employee's previous employer(s), and covenants that the Employee shall not violate the Intellectual Property Rights of any third party in the course of the Employee's employment with Company. Provided that in the event the Company is held liable for the Employee's violation of any Intellectual Property Rights, the Employee undertakes to indemnify the Company or Affiliate as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting therefrom.
10. **License:** If, in the course of the Employee's employment with the Company, the Employee incorporates Intellectual Property into the Company's product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sub-licensees) to make, have made, modify, use and sell such Intellectual Property.

NON-COMPETE AND NON-SOLICITATION

1. The Employee hereby agrees and undertakes that during the term of the employment with the Company and for a period of 6 months following the date of termination/cessation of the Employee's employment with the Company, the Employee shall not, directly or indirectly, either as an individual on the Employee's own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), enter the employ of, or render any other services to, any person engaged in a business which competes with the Business, if (i) the Employee has prior knowledge of the same or (ii) the Employee gains such knowledge during the term of employment or (iii) it is obvious to the Employee
2. The Employee hereby agrees and undertakes that during the term of the employment with the Company and for a period of 6 months years following the date of termination/cessation of the Employee's employment with the Company, the

Employee shall not, directly or indirectly, either as an individual on the Employee's own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function):

- a. Solicit and/or attempt to solicit employment of or advise any of the Company's existing employees or any person who was employed by the Company within six months prior to such solicitation or any person or organization providing services to or through Company and/or its Affiliates to terminate his/her contract or relationship with Company or to accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization; or
- b. Contact and/or attempt to contact any of the existing or prospective clients (i.e. any person or organization with whom the Company and/or its Affiliates is in advanced stages of exploring a professional or business relationship) of the Company and/or its Affiliates to entice such clients away from the Company and/or its Affiliates or to damage in any way their business relationship with the Company and/or its Affiliates or for the provision of substantially the same services provided to such clients by the Company and/or its Affiliates; or

3. It is agreed by and between the Parties that the employment with the Company and the compensation payable under this Agreement shall be sufficient consideration for this Clause 4. The Employee hereby acknowledges and agrees that the limitations as to time and the limitations of the character or nature placed in this Clause 4 are reasonable and fair and will not preclude the Employee from earning a livelihood, nor will they unreasonably impose limitations on the Employee's ability to earn a living. In addition, the Employee agrees and acknowledges that the potential harm to the

4. Company of the non-enforcement of this Clause outweighs any potential harm to the Employee by this Agreement and has given careful consideration to the restraints imposed upon the Employee by this Agreement, and is in full accord as to their necessity for the reasonable and proper protection of Confidential Information and Intellectual Property of the Company now existing or to be developed in the future. The Employee expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, time period and geographical area.

5. It is expressly understood and agreed by the Parties that although the Employee and the Company consider the restrictions contained in this Clause 4 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against the Employee, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

6. Notwithstanding the foregoing, nothing herein shall prevent the Employee from directly or indirectly owning, solely as an investment, securities of any person engaged in the business of the Company which are publicly traded on a national or regional stock exchange or on the over-the-counter market, if the Employee (i) is not a controlling person of, or a member of a group which controls, such person, and (ii) does not, directly or indirectly, own 1% or more of any class of securities of such person.
7. For all purposes of this Clause 4, the Company shall be construed to include the Company and its Affiliates.
8. The Company may at its sole discretion and due to certain special circumstances, reduce or waive any of the restrictions placed under this Clause 4.

MISCELLANEOUS

1. Notices: **All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by facsimile transmission or mailed (first class postage prepaid) or by electronic mail to the Parties at the following addresses or facsimile numbers:**

If to the Company:

Attention: General Counsel

Address: 150 Parkshore Drive, Folsom, California, 95630, USA

Fax No:

along with a copy by email to: [legal@powerschool.com]

If to the Employee: At the address provided in this Agreement or the address as available in the Company's records.

Any change in the address of either the Company or the Employee shall be notified to the other Party in the same manner mentioned hereinabove.

2. Entire Agreement: The terms of this Agreement are the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions or representations between the Company and the Employee including, but not limited to, any representations made during the Employee's interview(s) or relocation negotiations, whether written or oral. This Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.

3. Amendments: No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialled by all signatories to this Agreement.

4. Survival: Termination of this Agreement shall not affect those provisions hereof that by their nature are intended to survive such termination.

5. Assignment: This Agreement shall be assignable by the Company to a subsidiary or affiliate of the Company; to any corporation, partnership, or other entity that may be organized by the Company, its general partners, or its officers, as a separate business unit in connection with the business activities of the Company or of its general partners or officers; or to any corporation, partnership, or other entity resulting from the reorganization, merger or consolidation of the Company with any other corporation, partnership, or other entity or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred.

6. Indemnification: The Employee shall indemnify the Company for any and all losses, liabilities, claims, actions, costs and expenses, reasonable attorney's fees and court fees resulting to Company as a result of any wrongful act or omission on the Employee's part done while serving as an employee of the Company.

7. Authorization: In the event of termination of the employment of the Employee, the Employee hereby grants consent to the Company to notify any new employer of the Employee and/or any third party about the obligations of the Employee under this Agreement. If necessary, the Company has a right to disclose this Agreement to any new employer or third parties.

8. Governing Law and Jurisdiction: This Agreement shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this Agreement. The Parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Bengaluru and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

9. Waiver: No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

10. Severability: If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid or excessively broad by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to Persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

POWERSCHOOL INDIA PRIVATE LIMITED

Sign: *Mitu Mehra*

Mitu Mehra

Senior Director, People Experience

Sign:

Naga Ajay

Date Signed: