



## **EMPLOYEE HANDBOOK**

**April 2020**

# Welcome

Welcome to Exabeam! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further Exabeam's goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services/products in the industry. With your active involvement, creativity, and support, Exabeam will continue to achieve its goals. We sincerely hope you will take pride in being an important part of Exabeam's success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your manager or contact the Human Resources Department.

## **Our Mission**

To make every security practitioner more efficient.

## **Our Values**

### **Deliver the Exceptional**

Whether it's for a customer or a fellow team member, we want to make a real impact and create a memorable, valuable experience.

### **Work Together, Win Together**

A team mentality enables efficiency, productivity, and responsiveness—enabling our team, partners, and customers to rely on each other for success.

### **Engage with Confidence and Without Ego**

We've created an environment that encourages confidence and nurtures our team's potential, resulting in a symbiotic relationship with partners and customers.

### **Do What's Right**

We want the relationships across our team, customers, and partners to be based on trust—helping deliver the right action at the right time.

### **Communicate Openly**

It's critical for our team and customers to interact comfortably and know that they are an integral part of the process.

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# **Introductory Policies**

## **Employee Handbook**

Please read this handbook carefully and keep it handy for future reference. One of your first responsibilities as an employee of Exabeam (or the “Company”) is to be familiar with its contents. While we cannot possibly cover every scenario that you might encounter while working at Exabeam, we want to set forth our general guidelines and answer some of the questions you may have regarding your employment and benefits. This handbook is only a summary of our policies. If you have any questions, please contact Human Resources.

## **Changes in Policy**

Since our business is constantly changing, Exabeam expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

## **Employment-At-Will**

Exabeam is an “at-will” employer. At-will employment means that employment can be terminated by either the employer or the employee at any time for any reason. Employees may resign at any time; likewise, Exabeam may terminate the employment of an employee at any time with or without notice and with or without cause. Aside from its policy of “at-will” employment, Exabeam may modify the other terms and conditions pursuant to which it employs its employees (such as compensation, benefits, title, and duties) at any time, with or without notice and with or without cause. No length of employment, implied or oral representations or any other conduct by Exabeam can alter the at-will employment relationship.

Except with written and signed authorization from the CEO or the CEO’s authorized representative, no manager or other Company representative has any authority to agree on behalf of Exabeam to employ any employee for any specific period of time or to employ any employee on other than an “at-will” basis.

## **Employees Outside of California**

Employees located outside of California should contact Human Resources with any questions related to state specific laws, particularly in relation to leaves. Exabeam complies with all state and local employment laws. To the extent any policy contained herein conflicts with applicable law, the applicable law will govern.

# **Equal Opportunity and Commitment to Diversity**

## **Commitment to Diversity**

Exabeam is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at Exabeam and is an important principle of sound business management.

## **Equal Opportunity**

Exabeam is committed to equal-employment principles, and we recognize the value of committed employees who feel they are being treated in an equitable and professional manner. We strive to find ways to attract, develop, and retain the talent needed to meet business objectives, and to recruit and employ highly qualified individuals representing the diverse communities in which we live. Employment policies and decisions on employment and promotion are based on merit, qualifications, performance, and business needs. The decisions and criteria governing the employment relationship with all employees are made in a non-discriminatory manner—without regard to race, color, creed, sex or gender (including pregnancy, childbirth, breastfeeding or related medical conditions, gender identity, gender expression, transitioning, sex stereotype, and transgender), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, veteran or military status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), status as a recipient of Medi-Cal, genetic information, sexual orientation, taking or requesting statutorily protected leave, or any other consideration made unlawful by federal, state, or local laws (including medical marijuana cardholder status for Arizona applicants and employees) (“Protected Characteristics”). The Company will not make any inquiries that seek to identify an individual’s sex, gender identity or gender expression, except for voluntary and anonymized requests. The Company will honor any employee request to be identified by a preferred gender, name or pronoun, including gender-neutral pronouns. No legally protected characteristic will be a factor in decisions regarding any of the following:

- Recruiting
- Hiring
- Termination of employment
- Discipline
- Promotion/demotion
- Training
- Compensation and Benefits
- Scheduling

- Assignments, or
- Any other terms or conditions or privileges of employment.

Exabeam expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. It also prohibits discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Each employee is expected to treat others with dignity and respect. If you feel that you have been discriminated against or that you have witnessed discrimination, please follow the complaint procedure outlined in the Harassment and Complaint Procedure policy below.

## **Americans with Disabilities Act (ADA) and Reasonable Accommodation**

To comply with applicable laws ensuring equal employment opportunities to individuals with disabilities, Exabeam will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of his/her job should contact Human Resources and request such an accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation.

Exabeam may require medical certification of both the disability and the need for accommodation. Exabeam will engage in the interactive process to identify possible accommodations, if any, that will help to eliminate the barrier(s) or limitation(s). If the accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will make the accommodation. Exabeam may also propose alternative accommodation.

Exabeam will also consider requests for reasonable accommodations for medical conditions related to pregnancy and childbirth, as long as the request is supported by medical documentation.



## Religious Accommodation

Exabeam will make reasonable accommodations in accordance with applicable law for employee observance of religious holidays and sincerely held religious beliefs unless doing so would cause an undue hardship on Company operations. If the employee desires a religious accommodation, the employee is required to make the request in writing to his or her supervisor or Human Resources as far in advance as possible.

## Harassment and Complaint Procedure

Sexual and other unlawful harassment and discrimination is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended and other federal and state employment discrimination statutes. Harassment and discrimination based any Protected Characteristic is prohibited.

It is Exabeam's policy to provide a work environment free of sexual and other harassment and free from discrimination and abusive conduct. To that end, harassment or discrimination of Exabeam's employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Exabeam will take all steps necessary to prevent and eliminate unlawful harassment, discrimination and abusive conduct.

**Definition of Unlawful Harassment.** "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in or association with a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other Protected Characteristic.

Harassment may take many forms, including:

- Verbal. Epithets; derogatory comments, slurs, or name-calling; inappropriate jokes, emails or any other form of written communication, comments, noises, or remarks; repeated requests for dates, threats, propositions, unwelcome and unwanted correspondence, phone calls, and gifts; or other unwelcome attention.
- Physical. Assault; impeding or blocking movement; physical interference with normal work or movement; unwanted and unwarranted physical contact, such as touching, pinching, patting, grabbing, brushing against, or poking another employee's body.
- Visual. Inappropriate images (whether in photographs, posters, cartoons, drawings, paintings or other forms of imagery); displaying inappropriate images, writings or

objects; staring at or directing attention to an employee's anatomy; leering; sexually oriented or suggestive gestures.

- Cyberstalking. Harassment using electronic communication, such as e-mail or instant messaging (IM), or messages posted to a website, blog, or discussion group.

**Definition of Sexual Harassment.** "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

These kinds of behavior can occur in one-on-one interactions or in group settings and can involve a co-worker, manager, vendor, customer, visitor, or agent of the Company. Sexual harassment can also occur in the context of a relationship that was once consensual but has changed so that the behavior is no longer welcome by one party. It is impossible to specify every action or all words that could be interpreted as harassment. The examples listed above are not meant to be a complete list of objectionable behavior. Make a point of paying attention to others' reactions and stated requests and preferences, respecting their wishes, and treating them in a professional manner, regardless of gender, race, religion, nationality, age, sexual orientation, sexual identity or expression, or other Protected Characteristic. Sexual harassment is a form of unlawful discrimination under federal, state and, as local laws.

**Complaint Procedure.** Any employee who believes he or she has been subject to or witnessed discrimination, including sexual or other forms of unlawful harassment or abusive conduct, is requested and encouraged to make a complaint. You may, but are not required to, complain first to the person you feel is discriminating against or harassing you. You may complain directly to your immediate supervisor or department manager, the Human Resources director, or any other member of management with whom you feel comfortable bringing such a complaint. You may also file a complaint pursuant to Exabeam's Ethics Hotline either via phone or through the portal (please see Human Resources Confluence page – "Exabeam's Ethics Hotline" page for specific contact details). Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above. Supervisors are required to report any claims of misconduct to their manager or to Human Resources. Harassment, including sexual harassment is considered employee misconduct and supervisory and managerial personnel who knowingly allow such behavior to continue will be disciplined, up to and including termination.

**Investigation & Responsive Action.** Any reported allegations of harassment, discrimination, abusive conduct or retaliation will be investigated promptly, thoroughly and impartially. Exabeam will undertake an objective investigation and all information disclosed during the course of the investigation will remain confidential, except as necessary to conduct the investigation, and in accordance with applicable law. At the conclusion of its investigation, if Exabeam determines a policy violation has occurred, disciplinary action against the accused party will be taken, up to and including termination of employment. Steps will be taken, as reasonable and necessary, to prevent any further violations of this policy. The Company prohibits any and all conduct that may reasonably be interpreted as harassment or discrimination as defined above whether or not such conduct is pervasive enough or severe enough to meet the technical legal requirements of harassment or discrimination.

**Retaliation.** Retaliation for reporting any incidents of discrimination, harassment, abusive conduct or perceived discrimination, harassment or abusive conduct or participating in any investigation of incidents of discrimination, harassment or abusive conduct or perceived discrimination, harassment or abusive conduct is strictly prohibited. Any report of retaliation will also be promptly and thoroughly investigated in accordance with the Company's investigation procedures outlined above. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, may be taken.

You should also be aware that the Federal Equal Employment Opportunity Commission ("EEOC") and the California Department of Fair Employment and Housing ("DFEH") (as well as other applicable state or local agencies) investigate and process complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed, discriminated against or you have been retaliated against for resisting or complaining, you may also file a complaint with the appropriate agency. Information about the EEOC complaint procedure can be found on their website ([www.eeoc.gov](http://www.eeoc.gov)). You may also contact the EEOC at:

1-800-669-4000 (English)

1-800-669-6820 (TTY)

Information about the DFEH can be found on their website ([www.dfeh.ca.gov](http://www.dfeh.ca.gov)). You may also contact the DFEH at the following numbers if you are calling within California:

1-800-884-1684 (English)

1-800-700-2320 (TTY).

# Conflicts of Interest and Confidentiality

## Conflicts of Interest

Exabeam expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. Exabeam recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the Company. However, the employee must disclose any information that can create a conflict connected to the Company. The confidentiality of any privileged or proprietary information should never be compromised or disclosed in any manner. Violations of this conflict of interest policy may result in discharge without warning at the sole discretion of the Company. If a member of staff has any question whether an action or activity would create a conflict of interest, you should immediately contact Human Resources or the Legal Department.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics. If you have questions regarding any activity, please contact Human Resources:

1. Simultaneous employment by another firm that is a competitor of or supplier to Exabeam.
2. Carrying on Company business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest.
3. Holding a substantial interest in, or participating in the management of, a firm to which the Company makes sales or from which it makes purchases.
4. Borrowing money from customers or firms, other than recognized loan institutions, from which the Company buys services, materials, equipment, or supplies.
5. Accepting substantial gifts or excessive entertainment from an outside organization or agency.
6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the Company.
7. Participating in civic or professional organization activities in a manner that divulges confidential Company information.
8. Misusing privileged information or revealing confidential data to outsiders in violation of the Company's policies regarding confidential information. Unauthorized divulging of

information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. Your PIIA elaborates on this principle by, among other things, defining confidential information, and is a binding agreement.

9. Using one's position in the Company or knowledge of its affairs for personal gains.
10. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of Company business.

## **Confidential Information**

The protection of confidential business information and trade secrets is vital to the interests and success of Exabeam. Confidential information is any and all information disclosed to or known by you because of employment with the company that is not generally known to people outside the Company about its business.

An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information. You understand that pursuant to the federal Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

All inquiries from the media must be referred to the Marketing Department.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

# Employment Relationship

## Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, Exabeam classifies its employees as shown below. Exabeam may review or change employee classifications at any time.

Exempt employees are classified as being exempt from the overtime wage provisions of applicable federal, state, and local wage and hour laws. Exempt employees receive an annual salary and are expected to work all necessary hours each day and week to complete the performance of their work. Federal law does not require exempt employees to take a meal period, but the Company does promote employees taking meal and rest periods to ensure productivity and mental well-being.

Non-exempt employees are covered by the overtime and/or minimum wage provisions of applicable federal, state, and local wage and hour laws. Overtime pay is granted on the basis of hours worked either by the length of day or length of week dependent on applicable state laws. Overtime can be worked only if approved in advance by the employee's direct supervisor or department head.

**Regular, Full-Time.** Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

**Regular, Part-Time.** Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly, but at least 20 hours weekly, and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the company and are subject to the terms, conditions, and limitations of each benefits program.

**Temporary, Full-Time.** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

**Temporary, Part-Time.** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work fewer than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

**Contractors.** Contractors are hired to do work for the Company but are not classified as Exabeam employees. The length of time contracted out will vary based on the demands of the Company, but will not exceed more than one year. Contractor renewals are contingent upon the needs of the business and are given under specific circumstances.

**Interns.** Students who work at Exabeam during the summer for experiential learning opportunities are considered Interns. Interns are not eligible for any Company-sponsored benefits as described in this Handbook but are eligible for benefits, to the extent required by federal, state, or local law.

## **Work Week and Hours of Work**

The standard workweek begins at 12:01 a.m. Sunday and ends at midnight on Saturday. Office hours are 8:30 a.m. to 5:00 p.m. Individual work schedules may vary depending on the needs of each department.

## **Meal and Rest Breaks**

Non-exempt employees working five or more hours in one day are required to take a 30-minute unpaid break for their meal period at the approximate midpoint of their shift. Employees may waive this meal period if the day's work will be completed in six hours or less, provided there is mutual consent by both Exabeam and employee. When working no more than 10 hours in a workday, employees may also waive the second of two 30-minute meal periods, if the first meal period was taken. During the meal period the employee is entirely relieved from duty and may leave the Company premises.

All non-exempt employees are required to take a 10-minute paid rest period for every 4 hours of work or major portion thereof. Rest periods will be scheduled by the employee's supervisor, but employees are held responsible for observing the time allowed for meal and rest periods.

## **Time Records**

All non-exempt employees (to include interns) must record their "in and out" times at the beginning and end of their shifts and for meal periods. Ten-minute rest periods need not be recorded. Time sheets are prepared for each pay period and are to be given to the employee's manager for approval in accordance with the payroll schedule. It is important to keep accurate time sheets (e.g., regular hours worked, meal periods, overtime, absences, vacation, sick leave, and holidays) and to turn them in when they are due.

A time sheet is a legal document and tampering with it is strictly prohibited. Corrections must be communicated to and approved by the employee's manager and initialed by the employee. Recording the time sheet of a fellow employee or falsifying one's own time sheet is dishonest and may lead to disciplinary action, up to and including termination of employment.

Non-exempt employees should not work any time that is not authorized by their supervisors. An employee should not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless the employee is directed to do so. If an employee has any questions about when or how many hours the employee is expected to work, he or she should contact a supervisor or Human Resources.



It is a violation of the Company's policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked, or to alter his or her own or another employee's time records. If anyone directs or encourages an employee to incorrectly report the total hours worked, or to alter another employee's time records, the employee should report the incident immediately to a supervisor or Human Resources. Working "off the clock" or directing another employee to do so may result in discipline up to and including termination.

Exempt employees may also be required to record their time worked and report full days of absence from work due to vacation, sick leave, personal business, etc.

Any errors on an employee's timecard should be reported immediately to the employee's supervisor, who will attempt to correct legitimate errors.

If an employee believes he or she has not been paid properly or in accordance with Company policy, or if any circumstances arise in which the employee is requested to perform work contrary to this policy, the employee should immediately provide a written or verbal report to Human Resources, a supervisor, or any other member of management.

## **Overtime**

From time to time, it may be necessary for employees to perform overtime work. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Exabeam will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by your supervisor. Exabeam provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:00 a.m. and ends at midnight 24 hours later. Workweeks begin each Monday at 12:00 a.m.;
- In California, Exabeam will also provide the following:
  - Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay; and
  - Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

If you fail to obtain approval prior to working overtime, you should still record all overtime worked. You will be paid for all work performed. However, continually working unauthorized overtime in violation of this policy may result in disciplinary action.

No overtime compensation will be paid to exempt employees.

## **Deductions from Pay/Safe Harbor**

Exabeam does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state laws. Employees classified as exempt from the overtime pay requirements of the FLSA and applicable state laws will be notified of this classification at the time of hire or change in position.

If an employee classified as exempt believes that an improper deduction has been taken from his or her pay, the employee should immediately report the deduction to the Human Resources Department. The report will be promptly investigated and if it is found that an improper deduction has been made, Exabeam will reimburse the employee for the improper deduction.

## **Paychecks**

Exabeam's paydays are scheduled on the 15th and last day of the month. If pay day falls on a federal holiday, employees will receive their paycheck on the preceding workday. If a regular payday falls on a weekend or holiday, employees will be paid on the last business day prior to the regular payday. Employees should report any errors on their check to Human Resources and Finance departments immediately. Paychecks are directly deposited into your checking and/or savings accounts.

Exabeam offers automatic payroll deposit for all employees. Employees may begin and stop automatic payroll deposit at any time. To begin or stop automatic payroll deposit, employees must complete a direct deposit form (available from the Human Resources & Finance Departments). Employees should allow up to two pay periods after any changes are made to their direct deposit accounts.

## **Access to Personnel Files**

Employee files are maintained by the Human Resources department and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis. Personnel file access by current employees and former employees upon request will be permitted consistent with applicable law and within the number of days required by applicable state law, Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

## **Employment of Relatives and Inter-Office Relationships**

Relatives, domestic partners, significant others and spouses may be hired and permitted to work together, provided that: (i) the individuals do not work in a direct supervisory relationship; and (ii) the employment will not pose difficulties for supervision, security, safety or morale. Employees who become a relative, domestic partner, significant other, or spouse with a work colleague must promptly report such relationship to the company. The following definitions apply for purposes of this policy:

**Relative:** A person connected by blood or marriage (i.e., siblings, children, parents, grandparents, etc.)

**Domestic Partner:** A person with whom you are in a committed relationship with and share a home or living arrangement.

**Significant Other:** A person with whom someone has an established romantic or intimate relationship.

**Spouse:** A lawfully married husband or wife, considered in relation to their partner.

The company has legitimate business interests in avoiding conflicts of interest between an employee's work-related and personal obligations; reducing favoritism and the appearance of favoritism; and preventing employee personal conflicts from affecting the workplace. Accordingly, the Company discourages workplace relationships that would create a conflict of interest or otherwise interfere with a productive workplace.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with Exabeam provided they don't work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, Exabeam will attempt to reassign one of the employees to another position for which he or she is qualified if such a position is available. If no such position is available, one of the employees may be required to leave Exabeam.

Any employee who seeks a consensual relationship with a fellow employee must not persist in the instance of a refusal. Continuous advancements will be considered Harassment for which Exabeam has a zero tolerance policy.

**Internal Transfers.** Employees are eligible to apply for transfers to other positions within Exabeam after twelve months of employment. Eligible employees will be considered for the positions for which they apply based on all relevant circumstances, including their qualifications relative to other applicants, their performance in their current position and the recommendation, if any, of their current manager.

## **Separation from Employment**

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisors at least 10 working days in advance of the last day of work. The 10 days must be actual working days. Holidays and paid time off (PTO) will not be counted toward the 10-day notice. Alternatively, if an employee fails to report to work or call in to inform the supervisor of the absence for 3 consecutive days or more, the employee will be considered to have voluntarily resigned employment.

In most resignations, Human Resources will conduct an exit meeting on or before the last day of employment to collect all Company property, and to discuss final pay. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address.

In the case of involuntary terminations, Exabeam will provide final pay in accordance with applicable state law. All Company-owned property (e.g., computers, monitors, keys, identification badges, credit cards, etc.) must be returned immediately upon termination of employment for any reason.

## **Discipline and Standards of Conduct**

Violation of Company policies and rules and/or engaging in misconduct may result in some form of disciplinary action, up to and including termination of employment. Exabeam will evaluate each case individually and determine the appropriate form of discipline to be imposed based upon its evaluation of all relevant circumstances.

The types of misconduct described below are merely examples of conduct that is prohibited and will not be tolerated and may lead to disciplinary action. The below list does not constitute a complete list of all types of conduct that can result in disciplinary action, up to and including termination of employment. Neither the list of prohibited conduct nor the disciplinary action referenced above alters the “at-will” status that permits termination of all employees without any cause, without any reason, and in the absence of employee misconduct. Examples of prohibited conduct include, but are not limited to, the following:

- Harassment based on the victim’s membership in or association with any protected legal class;
- Stealing or removing, without permission, Company property or property of another employee, a customer, or a visitor;
- Engaging in abuse, verbal abuse or acts of violence, threats of violence
- Causing, creating, or participating in a physical disruption of any kind during working hours on Company property;
- Violation of any Company safety or security rule and failure to observe OSHA regulations;
- Consumption, possession, or being under the influence of alcohol or illegal drugs on the job. A moderate volume of alcohol may be consumed when served at functions sponsored by the Company where consumption of alcohol by employees is expressly permitted. Consumption of any beverage provided by Exabeam is purely voluntary and is the responsibility of each employee to participate in moderation;
- Falsification of employment records, employment information, or other Company records;
- Unauthorized use of Company equipment, time, materials, or facilities;
- Causing deliberate destruction or damage to any Exabeam property or the property of any employee, customer, or visitor;
- Bringing or possessing firearms, weapons, or any other hazardous or dangerous devices on Company property or during on-duty time, except as permitted by specific applicable state law;
- Pleading guilty to or being convicted of a crime;

- Insubordination, including, but not limited to, failure or refusal to respond to the instructions of a manager or the use of abusive or threatening language toward a manager;
- Violations involving the Assignment of Rights, Confidentiality and Non-disclosure Agreement or failure to maintain the confidentiality of the Company's proprietary information;
- Patronizing a gentlemen's club or a similar establishment under the pretense of a company-sponsored event or in your role as an employee of Exabeam;
- Smoking in restricted areas or where "no smoking" signs are posted;
- Knowingly reporting inaccurate reports for time worked;
- Excessive tardiness; or unreported absences from work;
- Violating any federal, state or local law, including the Foreign Corrupt Practices Act, or UK Bribery Act;
- Failure to obtain permission to leave work for any reason during normal working hours
- Failure to notify a manager when unable to report to work;
- Unprofessional treatment of customers, employees, or visitors;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Engaging in any conduct that is seen as not in the best interest to Exabeam or seen as detrimental to Exabeam, its partners and employees.

# **Workplace Safety**

## **Smoke-Free Workplace**

Smoking is not allowed in Company buildings or work areas at any time. “Smoking” includes the use of any tobacco products, electronic smoking devices, and e-cigarettes containing nicotine cartridges.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

## **Drug and Alcohol Usage**

Exabeam is committed to protecting the safety, health, and well-being of all employees and individuals and as such is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can negatively affect an employee's work performance, efficiency, safety, and health. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes Exabeam to the risks of property loss or damage, or injury to other persons. Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's ability to perform his or her job safely and efficiently. The following rules and standards of conduct apply to all employees either on Exabeam property or during the work day (including meals and rest periods). The following are strictly prohibited by Exabeam:

- Consumption, possession, or being under the influence of alcohol or illegal drugs on the job, except that a moderate volume of alcohol may be consumed when served at functions sponsored by Exabeam where consumption of alcohol by employees is expressly permitted.
- Consumption of any beverage provided by Exabeam is purely voluntary and is the responsibility of each employee to participate in moderation;
- Driving any vehicle or using a vehicle for Company business while under the influence of alcohol and/or an illegal or controlled substance;
- Distribution, dispensation, sale, or purchase of an illegal or controlled substance while on the job;
- Unlawful manufacture, possession, or use of a controlled substance, or being under the influence of an illegal or controlled substance while on the job, other than a prescription medication taken in accordance with a health care provider's direction.

Violation of the above rules and standards of conduct shall result in disciplinary action, up to and including termination of employment. Exabeam also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, Exabeam reserves the right to conduct searches of Exabeam property and to implement other measures necessary to deter and detect abuse of this policy, including the testing of employees for drugs and/or alcohol when required or permitted by law.

Employees taking prescription medication which may affect their ability to perform any assigned task must inform Human Resources that they are taking such a medication. Exabeam may assign an employee taking such medication other appropriate duties, if possible, or direct the employee to leave and return to work when no longer adversely affected by the medication in their ability to perform their work.

Exabeam encourages employees with chemical dependencies (alcohol or drug) to seek treatment and/or rehabilitation and reasonably accommodates such treatment in accordance with the ADA and applicable state law. To this end, employees desiring such assistance should request a leave of absence.

This policy does not prevent Exabeam from refusing to hire or disciplining, up to and including discharge, an employee who is unable to perform his or her duties or cannot perform the duties in a manner that would endanger his or her health or safety or the health or safety of others because of the current use of alcohol or drugs. Exabeam does not guarantee a request for a rehabilitation leave will be granted as any such request will be evaluated pursuant to the legal requirements of the ADA and applicable state law.

## **Company-Sponsored Events**

Exabeam may sponsor a variety of employee activities and events throughout the year. An employee will not be paid for time spent at a Company-sponsored event that occurs outside of normal office working hours unless his or her attendance is required. Exabeam will attempt to accommodate changes in regularly-scheduled workdays in order to allow an employee to attend such events.

During a Company-sponsored event, food, alcoholic beverages, and non-alcoholic beverages may be provided and, if so, are restricted to the designated event times and areas. With regard to alcoholic beverages, the following guidelines must be observed:

- Alcohol consumption should not interfere or negatively affect any employee's performance or impair his/her ability to perform needed work responsibilities;
- Minors will never be permitted to consume alcohol;
- Those participating in alcohol consumption must do so responsibly and not endanger those at Exabeam or others in the community before, during, and after all such events

If an individual chooses to consume alcohol during a Company-sponsored event, it is his or her responsibility to monitor the amount consumed and to behave in a responsible and prudent manner. Exabeam reserves the right to refuse to serve, or to stop serving, alcoholic beverages to any employee or other attendee at any time in its discretion at a Company-sponsored event, and will provide an individual who has consumed alcohol with arrangements for transportation if either requested by the individual or determined necessary.

At no time shall frequenting a gentlemen's club or similar establishment under the pretense of a company-sponsored event and/or in your role as an employee of Exabeam shall be permitted. Such actions will be subject to discipline, including termination of employment.

## **Security**

The safety and welfare of Exabeam employees and the security of our offices require that every individual be mindful and aware of potential security risks at any Exabeam facility.

Should employees lose or misplace office keys, security passes, or identification badges, please notify IT or your local Office Manager immediately. Employees should immediately notify their manager, Human Resources and/or the local Office Manager when unknown persons are acting in a suspicious manner, in or around the office.

## **Workplace Violence Prevention**

Exabeam is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at company-sponsored functions.

All Exabeam employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Human Resources. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the company, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

Exabeam prohibits the possession of weapons on its property at all times, including our parking lots or company vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

Exabeam reserves the right to inspect all belongings of employees on its premises, including briefcases, purses and handbags, gym bags, and personal vehicles on company property.



## **Commitment to Safety**

Protecting the safety of our employees and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all. By remaining safety conscious, employees can protect their own interest as well as those of their co-workers. Accordingly, Exabeam emphasizes "safety first" and expects all employees to take steps to promote safety in the work place. In keeping with this commitment, Exabeam has established an "Injury and Illness Prevention Program" as part of its safety program. For further information, please contact Human Resources.

In the event of an emergency, notify the appropriate emergency personnel by dialing 911 to activate the medical emergency services.

## **Emergency Closings**

Exabeam will always make every attempt to be open for business. In situations in which some employees are concerned about their safety, management may advise supervisors to notify their departments that the office is not officially closed, but anyone may choose to leave the office if he or she feels uncomfortable.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO time. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

## **Workplace Guidelines**

### **Attendance**

All employees are expected to arrive on time, ready to work, every day they are scheduled to work.

If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact the supervisor as soon as possible.

Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for 3 consecutive days or more, the employee will be considered to have voluntarily resigned employment.

## Job Performance

Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

## Outside Employment

Employees are permitted to work a second job as long as it does not interfere with their job performance with Exabeam and is not a violation of the Conflict of Interest policy. Employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

## Dress and Grooming

Exabeam is striving to perfect cyber security and we want all employees to symbolize that type of innovative thinking. Comfortable clothes that are conducive to innovation, creativity and productivity are encouraged. When presenting to clients or partners certain standards of professional dress will be expected but the same Exabeam attitude should be the constant accessory for all employees.

As we aim to keep our Exabeam offices a safe space for all we ask for employees to follow protocols to diminish potential health and safety hazards. We ask that all employees must observe good habits of grooming and personal hygiene. Body odor, regardless of the cause, should not create distractions in the workplace. Footwear should be worn at all times. Proper bathroom etiquette should be considered when using the facilities, washing hands and leaving the restrooms the way you found them is a top priority.

Any questions or complaints regarding the appropriateness of attire should be directed to the Human Resources. Decisions regarding attire will be made by the Human Resources department and not by individual departments or managers.

## Social Media Acceptable Use

Exabeam encourages employees to share information with co-workers and with those outside the Company for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provide inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public and, therefore, Exabeam has established the following guidelines for employee participation in social media.

**Note:** As used in this policy, “social media” refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube and Instagram, among others.

**Off-duty use of social media.** Employees may maintain personal websites or web logs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, Exabeam considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas.

**On-duty use of social media.** Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference company clients, customers, or vendors without express permission. Exbeam monitors employee use of Company computers and the Internet, including employee blogging and social networking activity.

**Respect.** Demonstrate respect for the dignity of the Company, its owners, its customers, its vendors, its employees, and its competitors. A social media site is a public place, and employees should avoid inappropriate comments. For example, do not use ethnic slurs, personal insults, or obscenity, or use language that may be considered inflammatory or disparaging. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

**Post disclaimers.** If an employee identifies himself or herself as a Company employee or discusses matters related to Exabeam on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the Company and that the employee is expressing only his or her personal views. For example: "The views expressed on this website/Web log are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the company or the Company's business. Employees must keep in mind that if they post information on a social media site that is in violation of Company policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

**Confidentiality.** Do not identify or reference Company clients, customers, or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. When in doubt, ask before publishing.

**New ideas.** Please remember that new ideas related to work or the Company's business belong to the Company, are covered under the confidentiality policy and your confidentiality agreements with the Company. Do not post them on a social media site without the Company's permission.

**Links.** Employees may provide a link from a social media site to the Company's website during employment (subject to discontinuance at the Company's sole discretion). Employees should contact the Web design group to obtain the graphic for links to the company's site and to register the site with the Company.

**Trademarks and copyrights.** Do not use the Company's or others' trademarks on a social media site or reproduce the Company's or others' material without first obtaining permission.

**Legal.** Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and harassment laws.

**Discipline.** Violations of this policy may result in discipline up to and including immediate termination of employment.

*Note:* Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve terms and conditions of employment, such as wages and benefits.

## **Solicitation**

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on “working time.” “Working time” is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after his or her shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in “working areas,” which includes all office areas. “Working areas” do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Nonemployees may not trespass or solicit or distribute materials anywhere on Company property at any time.

## **Computers, Internet, Email, and Other Resources**

Exabeam provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, e-mail, text messaging, or any other Company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of company computer, phone, or other communication tools. All communications made using Company-provided equipment or services including email and internet activity, are subject to inspection by the company. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the company’s systems.

Each employee within Exabeam will be assigned a specific laptop for their role within the organization. All employees will need to use an Exabeam provided laptop that is enrolled in JAMF (our mobile device management system).

E-mails that are not job-related have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-mail is not completely secure, and information you transmit and receive could damage the reputation and/or competitiveness of the Company.

Exabeam encourages employees to use this tool only to communicate with fellow employees, suppliers, customers, or potential customers regarding company business. Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the Company.

Refrain from using e-mail in a manner that violates any of our Company guidelines/policies, including but not limited to the Equal Opportunity and Harassment policies, the Conflict of Interest Policy, etc. Delete any e-mail messages prior to opening that are received from unknown senders and advertisers.

It is Exabeam's goal to respect the dignity of employees at all times. Because e-mail, telephone and voice mail, and internet communication equipment are provided for Company business purposes and are critical to the Company's success, your communications may be accessed without further notice by Information Technology department administrators and company management to ensure compliance with this guideline.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Exabeam reserves the right to monitor customer calls to ensure employees abide by company quality guidelines and provide appropriate levels of customer service. Employees working in sales and customer service will be subject to telephone monitoring. Should an employee need to make or receive a personal call during work hours, a telephone designated for that purpose should be used. Should the subject matter of the conversation become personal while monitoring is taking place, monitoring of the call will immediately be discontinued.

It is also against Company policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on Company computers. Violations of this policy may result in termination for a first offense.

Please refer to additional computer and IT policies located on the Company's IT wiki page. IT reserves the right to update the policies as needed.

## **Recording Policy**

Unless otherwise prohibited by applicable law, all recordings of work-related communications are prohibited absent clear and unambiguous consent to such recording from all parties to the conversation, regardless of whether the communication is carried on in-person or by means of computer, telephone or other device. Any Internal or external communication with parties of three (3) or fewer require either verbal or prior written individual consent to record the session. Parties of more than three (3) require the host to call out that the session is recorded and advise anyone who does not wish to be recorded to leave the session.

# Employee Benefits

## ATTENTION: International Employees

The contents in this section to include “Time Off & Leaves of Absences” are intended for employees located within the United States. Specifics on the vacation policy, sick leave, holiday schedule, health benefits and leaves of absences applicable to you and your country can be found either within your initial employment contract or its supporting documents. Please reach out to Human Resources for questions or clarifications.

Employees outside of California should contact Human Resources for any information related to leaves specific to their state of employment.

Exabeam recognizes the value of benefits to employees and their families. Exabeam supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer to the company Summary Plan Descriptions (SPD), which are found on the company intranet, or contact the Human Resources. To the extent of the information provided here conflicts with the SPD or full plan document, the full plan document will control.

## **Medical, Dental, and Vision Insurance**

Full-time employees working 30 hours or more per week are eligible for insurance on the first of the month following 30 days of service. To keep coverage in force, every insured employee must work a minimum of 30 hours per week.

## **Group Life Insurance**

Exabeam provides life insurance for full-time employees who work a minimum of 30 hours per week. Employees are eligible for this benefit on the first of the month following 30 days of service. The life benefit is equal to two times (2x) an employee’s annualized base rate. The cost of this coverage is paid for in full by Exabeam.

## **Short-Term Disability**

Short-term disability is offered to full-time employees working a minimum of 30 hours per week. Employees are eligible for this benefit on the first of the month following 30 days of service. Short-term disability is meant to bridge the 90-day period until long-term disability can

cover an employee. If an employee becomes disabled and cannot work for a short period of time, this coverage pays 60 percent of the employee's salary, up to the policy limits. This is a voluntary benefit and is funded solely by the employee.

Short-term disability benefits may run concurrently with FMLA leave and/or any other leave where permitted by state and federal law.

Some states have a mandatory disability program where you may be charged a premium in the form of a payroll tax. You may elect to purchase the Company disability benefits as a supplement to the state program.

## **Long-Term Disability**

Long-term disability benefits are offered to full-time employees working a minimum of 30 hours per week. If an employee becomes totally disabled and cannot work for an extended period of time, this coverage pays 60 percent of the employee's salary, up to the policy limits. This is a voluntary benefit and is funded solely by the employee.

Long-term disability benefits will run concurrently with FMLA leave and/or any other leave where permitted by state and federal law.

## **401(k) Plan**

Exabeam recognizes the importance of saving for retirement and offers eligible employees a 401(k) plan.

Eligibility, vesting, and all other matters relating to these plans are explained in the SPD that can be obtained from Human Resources.

## **Workers' Compensation**

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

Exabeam pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

Exabeam abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify the supervisor and Human Resources immediately. The supervisor will complete an injury report with input from the employee and return the form to the Human Resources. Human Resources will file the claim with the insurance company. In cases of true medical emergencies, report to the nearest emergency room.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave and other leaves, if applicable, where permitted by state and federal law.

**State Disability Insurance (SDI).** State disability insurance sponsored programs provide for temporary disability benefits for employees unable to work because of disability due to a non-occupational accident or illness. These programs are financed through deductions from each employee's taxable earnings and through employer contributions as established by law in each particular state. Benefits are not automatic. Employees must complete the required form to receive benefits.

**Paid Family Leave; Disability Insurance (CA).** Within the California state disability insurance program, a family temporary disability insurance program has been established which is called Paid Family Leave (PFL). PFL is funded through payroll deductions and coordinated through the Employment Development Department. PFL provides limited compensation for up to six weeks within a 12 month period (after an unpaid, seven day wait period) to workers who take time off work to care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling or parent-in-law or to bond with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. PFL does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

## **Employee Assistance Program**

The Employee Assistance Program (EAP) is a resource designed to provide highly confidential and experienced help for employees in dealing with issues that affect their lives and the quality of their job performance. Exabeam wants employees to be able to maintain a healthy balance of work and family that allows them to enjoy life. The EAP is a confidential counseling and referral service that can help employees successfully deal with life's challenges.

This free, comprehensive counseling service offers employees three visits per issue each year, and a 24-hour hotline answered by professional, degreed counselors. For legal or financial issues, employees receive a 25 percent discount on any services that might be needed.

The company encourages employees to use this valuable service whenever they have such a need. Employees who choose to use these counseling services are assured the information disclosed in their sessions is confidential and not available to the Company, nor is the Company given any information on who chooses to use the services. For questions or additional information about this program, employees may contact the Human Resources.



## Time Off & Leaves of Absences *(U.S. Employees Only)*

### Holidays

Exabeam observes and allows time off with pay for the following holidays in the United States:

New Year's Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Memorial Day	Martin Luther King Jr. Day	Christmas Day

Any additional holidays will be designated by the company at start of each calendar year or may be announced during the year as appropriate.

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the company will select either the following Monday or the preceding Friday as a substitute holiday. Exabeam reserves the right to pay eligible employees in lieu of time off if the holiday falls on Saturday.

**Holiday pay.** Full-time regular employees are eligible for holiday pay. Hourly employees become eligible after they have been actively with Exabeam for 3 months. Salaried employees may receive holiday pay immediately upon joining Exabeam. Part-time and temporary employees, including summer employees, are not eligible for holiday pay.

Holiday pay shall be at the employee's regular straight-time rate, inclusive of shift premiums, times his regularly scheduled hours (not to exceed 8 hours).

A holiday shall be considered as 8 hours worked for the purpose of computing overtime.

Holiday pay eligibility shall further depend upon the employee working a full shift on the workday preceding the holiday and a full work shift on the workday following the holiday.

1. The only exceptions are:
2. The employee is ill and has submitted a doctor's statement,
3. The holiday falls during the employee's approved vacation period, or
4. The employee leaves work on the workday before or after the holiday because of an industrial accident.

**Religious observances.** Employees who need time off to observe religious practices or holidays not already scheduled by Exabeam should speak with their supervisor. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee, or take vacation time, or take off unpaid days. Exabeam will seek to reasonably accommodate individuals' religious observances in accordance with applicable federal and state law.

## Discretionary Paid Time-Off Policy

Exabeam maintains a Discretionary Paid Time-Off (DTO) Program for the purpose of providing eligible staff with the opportunity to take time away from work for reasonable periods of vacation, personal time off and non-extended Sick Leave (as defined below) without the loss of compensation. DTO will not be tracked, as there is no accrual of paid time off and therefore no DTO will be paid upon termination of your employment. Likewise, there is no set maximum amount of days you can take off. However, you are expected to work the time needed to accomplish your responsibilities and meet your goals, as agreed upon between you and your manager.

**Eligibility.** All regular full-time, exempt employees as well as all regular full-time, non-exempt employees are eligible for an accrual-based vacation policy (see “Non-Exempt Employee Paid Time-Off Policy”). Part-time and temporary employees are not eligible for DTO or any other form of paid vacation or paid time off, except as required under applicable law for periods of sick leave.

**DTO Guidelines & Scheduling.** To the extent possible, DTO is to be requested and approved by the manager in advance. In most cases, one (1) week of advance notice will be sufficient. However, the amount of advance notice may vary by department depending on operational and staffing needs and it is recommended that notice be given with as much notice as possible. Managers may approve requests for DTO with less than one (1) week of advance notice at their discretion.

Managers are responsible for scheduling DTO in a manner which balances the operational, business conditions, and service delivery needs of the department with the time off preferences of the employee. Exabeam reserves the right to deny DTO requests which may have an adverse effect on its operations or business conditions or cancel previously approved DTO requests if unexpected circumstances arise which require the employee’s attendance at work or which otherwise would result in an adverse effect on Exabeam’s operations or business conditions.

Any time-off that runs for more than two (2) weeks consecutively needs manager and executive prior written approval.

In the event of illness or emergency preventing the employee from requesting DTO in advance, employees must notify their manager no later than the start of the shift and explain the need for unscheduled time off or as soon as practical. In such cases, their manager will assess the need and urgency for unscheduled time off in relation to staffing needs and applicable laws and either approve the time off or direct the employee to report for work. In the event of illness or emergency preventing employees from reporting to work for periods exceeding one (1) day, employees must contact their manager each subsequent day unless the manager indicates there is no need to do so. Those employees who do not adhere to these guidelines or who are directed to report for work and fail to do so will not be paid and may be subject to disciplinary action by the Company.

Regardless of the reason, should an employee's unscheduled absences occur with such frequency to adversely affect department operations and prevent employees from meeting their employment obligation of regular and reasonable attendance, Exabeam may take corrective action up to and including termination of employment.

For purposes of this policy, "Sick Leave" may be taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or the employee's spouse, domestic partner, child, parent, grandparent, grandchild or sibling or legally designated person (as defined in the San Francisco Paid Sick Leave Ordinance). Paid sick hours may also be used (i) by employees who are victims of domestic violence, sexual assault or stalking, (ii) if Exabeam's business closes due to a public health emergency, (iii) if an employee needs to care for a child whose school or child care provider closed due to a public health emergency, or (iv) for any other reason that is permitted under applicable state or local law. Exabeam reserves the right at any time to require medical verification that an absence, regardless of its duration, was due to illness. Furthermore, any employee who is absent for 3 consecutive days or more may be required, upon his or her return, to provide his or her manager with a written statement signed by the attending physician, indicating that the employee is able to return to work.

DTO will not apply to extended periods of Sick Leave of more than 5 consecutive days (except as required to ensure compliance with applicable state or local sick leave laws), nor will it apply to time off for a reason that is covered under applicable law (e.g., FMLA, CFRA, ADA, jury duty), under one Exabeam's policies (e.g., bereavement), or due to Company slow-down or partial or full closure of operations.

## **Non-Exempt Employee Vacation Policy**

Exabeam employees designated as "non-exempt" in their offer letter are hourly employees that must adhere to rules and government regulations under the "Employment Relationship" section within this handbook. Vacation is accrued upon hire or transfer into a benefits-eligible position. Eligible Non-exempt employees must be scheduled to work at least 30 hours per week on a regular basis. Employees working less than 30 hours per week on a regular basis, on-call and temporary employees are not eligible to accrue vacation.

**Accruals and Use.** New Employees: New employees shall receive 10 days (80 hours) of vacation per year worked until their two-year anniversary, not to exceed 15 days (120 hours). Upon employee's two-year anniversary, they shall receive 15 days (120 hours) of vacation per year worked not to exceed 20 days (160 hours). No vacation hours will accrue beyond the maximum accruals listed here. All unused vacation days may be carried over into the next year.

In the event a paid company holiday falls within an employee's vacation, the employee will receive credit for the paid holiday. The employee will be credited a vacation day which can be used at the end of the vacation period or used later in the year. This decision will be reached by mutual agreement between the employee and direct supervisor prior to the start of the vacation period.

All vacation requests must be submitted to the employee's direct manager and approved at least two weeks prior to using said vacation time. All requests will be reviewed by the manager with a focus on the company needs, deadlines and requirements during the requested vacation dates. Unscheduled absences will be monitored. An employee will be counseled when the frequency of unscheduled absences adversely affects the operations of the department. The manager may request that the employee provide a statement from a health care provider concerning the justification for an unscheduled absence.

Vacation pay is based on the employees' regular rate of pay and not including overtime premium pay.

Employees are required to use available vacation hours when taking time off from work and vacation accruals may be taken in increments of as low as one hour. Employees may not borrow against their vacation banks; therefore, no advance leave will be granted.

**Payment upon Termination.** Upon termination, an employee will be paid when there is a resignation, separation or retirement for all vacation hours accumulated but not used on his/her last day of employment. Employees whose hours regularly drop below 30 hours per week will be paid vacation on the effective date of the change in hours.

## Sick Leave

**Exempt Employees.** Exabeam provides employees with the opportunity to use Sick Leave in accordance with applicable law. Employees covered under the DTO policy are permitted to use the DTO policy for non-extended Sick Leave as described in the DTO policy above. For those regular employees not covered under Exabeam's DTO policy (e.g., part-time employees and temporary employees), employees shall accrue Sick Leave of one hour for every thirty hours worked, up to a cap of 72 hours. Employees not subject to the DTO policy, may only use Sick Leave after completing 90 days of employment with the Company. At the Company's discretion it may offer the Sick Leave upfront as an advance.

Sick Leave may be taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or the employee's spouse, domestic partner, child, parent, grandparent, grandchild or sibling or legally designated person (as defined in the San Francisco Paid Sick Leave Ordinance). Paid sick hours may also be used (i) by employees who are victims of domestic violence, sexual assault or stalking, (ii) if Exabeam's business closes due to a public health emergency, (iii) if an employee needs to care for a child whose school or child care provider closed due to a public health emergency, or (iv) for any other reason that is permitted under applicable state or local law. Sick leave may be taken in minimum increments of one (1) hour. Exabeam reserves the right at any time to require medical verification that an absence, regardless of its duration, was due to illness. Furthermore, any employee who is absent for (3)

consecutive days or more may be required, upon his or her return, to provide his or her manager with a written statement signed by the attending physician, indicating that the employee is able to return to work.

Time off taken for sick leave purposes must be reported to the employee's manager. DTO taken as sick leave may run concurrent with any other time off provided by Exabeam's leave policies.

**Non-Exempt Employees.** Eligible employees hired will receive a lump-sum grant of State or Federal minimum regulatory hours.

Non-exempt employee's paid sick leave will be paid out using the following calculations:

(1) Paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

(2) Paid sick time for non-exempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Unused sick leave granted under this policy does not carry over from one year to the following year. The year begins on January 1 and ends on December 31.

Leave under this policy may be used in connection with the diagnosis, care or treatment of an existing health condition for, or the preventive care of, an employee or an employee's immediate family member. "Family member" for purposes of this policy includes spouses, registered domestic partners, children (regardless of age), parents (including step-parents and parents-in-law), grandparents and siblings. Leave under this policy may also be used for employees who are the victims of domestic violence, sexual assault or stalking.

As mentioned earlier in this handbook, requesting time off under this policy should provide as much advance notice to your Manager and/or Human Resources as practicable.

Unused time under this policy is not paid out at the time of separation from employment. However, employees who are re-employed with the company within a year of separation will have their sick leave that was granted under this policy for that year made available to them for the remainder of the year.

Leave under this policy may run concurrently with leave taken under other applicable policies as well as under local, state or federal law, including leave taken pursuant to the California Family Rights Act (CFRA) or the Family and Medical Leave Act (FMLA).

**Exempt and Non-Exempt Employees.** If the need for sick leave is foreseeable, employees are required to give at least 30 days' advance notice (e.g., a planned medical treatment) whenever possible. If the need for sick leave is not foreseeable, employees are asked to notify their

supervisor as soon as is practical. Employees will not be paid for any accrued Sick Leave upon termination of employment.

In addition to this Sick Leave Plan, employees may be eligible for certain wage payments under either State Disability Insurance, Short-Term Disability or Long-Term Disability Plan (see “LOA – Medical Leave”). Depending upon the circumstances, employees may also be eligible for an unpaid medical leave of absence. Employees should contact Human Resources or their manager for more information.

## **Leaves of Absence (LOAs)**

As appropriate and/or required by law employees may request, and/or the Company may designate, time off as a Leave of Absence (LOA). Employees will need to meet with Human Resources to determine their eligibility for LOA and to discuss the details including pay, benefits, return to work and required documentation. Such leaves are typically unpaid, except, as may be required under applicable law or as otherwise provided under an Exabeam policy.

### **MEDICAL LEAVE**

A full-time, benefits-eligible, exempt employee with a minimum of six (6) months service who is out on an approved leave of absence due to their own illness (whether pursuant to the FMLA or as otherwise approved) is eligible to have Exabeam supplement any State disability insurance or Exabeam’s short term disability programs (or other additional qualified stipends) for up to four (4) weeks (equivalent to 160 hours) per rolling twelve (12) month period, starting from the first day of the leave. In other words, any such supplemental pay will be integrated with the wage substitution benefits such that the employee receives no more than 100% of their base compensation rate from all sources combined for up to a 4-week period. The number of concurrent medical events recognized by any State or short-term disability program does not increase the Exabeam supplement, except as otherwise required under applicable law. In order to be eligible for the supplement, employees must be covered under state disability insurance or the Company’s short-term disability program, as applicable.

Non-exempt employees will be permitted to use any accrued and unused vacation and/or sick time to supplement their pay with any State disability insurance or Exabeam’s short term disability programs (or other additional qualified stipends).

### **FAMILY AND MEDICAL LEAVE**

**FMLA AND CFRA.** The federal leave law, Family Medical Leave Act (FMLA), and the CA state leave law, California Family Rights Act (CFRA), entitles eligible employees of Exabeam to take unpaid, job-protected leave for up to 12 weeks (26 weeks for certain military leaves as described below) in a rolling 12-month period. FMLA and CFRA contain similar provisions and run concurrently for certain purposes. Exabeam complies with the federal FMLA and similar state laws, such as CFRA which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. Exabeam abides by any state

regulated leave laws. The more generous of the applicable laws will apply to the employee if the employee is eligible under both federal and state laws.

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different.

- **Eligibility.** Employees are eligible for a Family/Medical Leave who: (1) have worked for Exabeam for at least 12 months prior to the date on which the leave is to commence, (2) have worked at least 1,250 hours during the 12-month period preceding the leave, and, (3) who are employed at a worksite where Exabeam maintains on the payroll (as of the date of the leave request), at least 50 part- or full-time employees within 75 miles (measured in road miles) of the worksite where the employee requesting the leave is employed (except in the case of leave for the purposes of bonding and/or caring for a newborn child or placement with the employee of a child for adoption or foster care and to care for the newly placed child, in which case, for California-based employees, the threshold is 20 employees instead of 50).
- **Reasons for Taking Leave.** Under federal law, unpaid leave may be requested for pregnancy and prenatal care; preplacement activities, birth, adoption, or foster placement of a child; or the serious health condition of a child, spouse, parent, domestic partner, or the employee. State law may have additional or other reasons defined.

Contact the Human Resources to discuss options for leave.

**Military Family Leave Entitlements.** Under federal law, unpaid leave may also be requested by eligible employees who have any qualifying exigency arising out of the fact that the spouse or a son, daughter, parent, domestic partner, or next of kin of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the armed forces and may use their 12-week entitlement to address certain qualifying circumstances. Qualifying circumstances may include deploying on short-notice, attending certain military events, arranging for alternative child care and school activities, addressing certain financial and legal arrangements, attending certain counseling sessions, engaging in rest and recuperation, and attending post deployment reintegration briefings.

The federal FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. This leave applies if the employee is the spouse, son, daughter, parent, domestic partner, or next of kin caring for a covered military service member or veteran recovering from an injury or illness suffered while on active duty in the armed forces or that existed before the beginning of the member's active duty and was aggravated by service or that manifested itself before or after the member became a veteran.

- **Leave Designation.** If an employee does not expressly request FMLA leave, the company reserves the right to designate a qualifying absence as FMLA leave and will give notice of the FMLA designation to the employee. If an absence is a qualifying event under FMLA, the leave will run concurrent with short-term disability, long-term disability, PTO,

workers' compensation, and/or any other leave where permitted by state and federal law.

**Benefits.** Under federal law, employers must continue healthcare benefits during FMLA or CFRA leave as though the employees were still at work and must pay the employer's part of the premium. The employee will continue to be responsible for the employee's portion of the premium as well.

**Job Protection.** An employee's job, or an equivalent job, is protected while the employee is on FMLA or CFRA leave. Both federal and applicable state laws require that employees be returned to their positions or to another job of like pay and status at the end of FMLA or CFRA leave; provided that an employee on a leave is not provided any greater rights than if the employee had not gone on leave.

Note: If an employee is unable to return to work after the expiration of federal or state FMLA or CFRA, an extension may be granted if the condition constitutes a disability under the Americans with Disabilities Act (ADA) and leave is a reasonable accommodation or in certain workers' compensation cases. Employees out due to their own illness may be required to provide a release from a doctor stating they are fit to return to work.

## **PAID PARENTAL LEAVE**

Exabeam strives to support employees with families and therefore has implemented a parental leave policy for eligible employees to take paid time off for the care of a newborn or newly adopted or fostered child.

Regular full-time, benefits eligible, exempt employees, with a minimum of six (6) months services are eligible to take up to four (4) weeks (equivalent to 160 hours) of paid time off within one (1) year of the birth of the employee's child, foster-child placement or adoption (of a baby or child). This time off runs concurrently with any time off the employee may be eligible for under FMLA, CFRA or other similar federal, state or local laws. This benefit is available per employee, per birth/adoption/foster event; the number of children involved does not increase the Exabeam supplement.

In order to be eligible for paid time off, employees must apply and be eligible for applicable state or local leave programs, such as California's Paid Family Leave. Exabeam will supplement the wage substitution benefits received from such program such that the employee receives no more than 100% of their base compensation rate from all sources combined for up to a 4-week period. This policy is intended to be compliant with the SF Paid Family Leave Ordinance and accordingly employees in San Francisco who are eligible for a longer parental leave under FMLA, CFRA or other similar law, will be eligible for up to six (6) weeks of supplemental pay from Exabeam consistent with local law requirements.



If your employment terminates for any reason, you will not be paid for any unused portion of your Paid Parental Leave.

This leave will run concurrently with FMLA, CFRA or any other leave designated by a state or federal law for which an employee is eligible. In order to take advantage of this benefit, you must contact Exabeam Human Resources at least thirty (30) days prior to the event. Human Resources will direct you to which state or local agencies you will need to file for leave with.

Please note that pregnant employees may be eligible for supplemental pay from Exabeam of up to four (4) weeks as described under Exabeam's Medical Leave Policy during any pregnancy-disability related leave (e.g., child birth recovery, bed-rest, morning sickness), in addition to the Paid Parental Leave.

**CA ONLY: Pregnancy Disability Leave (PDL).** For expectant mothers, PDL can provide up to 4 months of job and benefit protection based on medical necessity identified in medical provider's confirmation of disability. Exabeam provides leaves of absences to all eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions as per California laws (e.g., childbirth recovery, morning sickness, bed rest). Employees who take time off for disability due to pregnancy and who are eligible for unpaid family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, she may apply for leave under the CFRA (if eligible), for purposes of baby bonding. Eligible California-based employees who become pregnant are therefore entitled to up to 4 months of pregnancy disability leave, followed by 12 weeks of CFRA leave, if applicable, to care for the newborn child.

Please see Human Resources for more details.

**Bereavement Leave.** Exempt and non-exempt employees may take up to 5 days of paid bereavement leave upon the death of the following family member: spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, aunts, uncles, and first cousins.

Exabeam may require verification of the need for the leave. The employee's supervisor and Human Resources will consider this time off on a case-by-case basis.

Pay for non-exempt employees who use leave under this policy will be calculated based on the employee's then-current base hourly rate of pay and the number of regularly scheduled hours (excluding overtime) that the employee otherwise would have worked during the paid leave period.

**Jury Duty/Court Appearance.** Exabeam supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence.

Exempt and non-exempt employees will be paid for up to 2 weeks of jury duty service at their regular rate of pay minus any compensation received from the court for the period of service. Non-Exempt employees may use any accrued time off if required to serve more than 2 weeks on a jury. Exempt employees must work with their manager to coordinate any additional time off if required to serve more than 2 weeks on a jury.

If an employee is released from jury duty after 4 hours or less of service, he or she must report to work for the remainder of that work day.

Pay for non-exempt employees who use leave under this policy will be calculated based on the employee's then-current base hourly rate of pay and the number of regularly scheduled hours (excluding overtime) that the employee otherwise would have worked during the paid leave period.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, personal days or vacation days will be used for this purpose.

**Time Off for Voting.** Exabeam recognizes that voting is an integral part of being in a community. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact your supervisor to discuss scheduling accommodations.

In the event that an employee does not have sufficient time outside of working hours to vote in a statewide election, a non-exempt employee may take off two hours during the workday to enable him or her to vote if said employee is unable to take such time before or after work or as otherwise required by applicable law.

## **OTHER LEAVES**

Employees may be eligible for other leaves of absences pursuant to applicable law. For more information on available leaves of absence please contact Human Resources.

Version Log		
Version 1.0	Effective 6/15/2017	Edited by: Angela Schenone
Version 2.0	Effective 1/1/2019	Edited by: Angela Schenone
Version 3.0	Effective 4/16/2020	Edited by: Angela Schenone

## **Employee Handbook and At Will Employee Status Acknowledgement**

The Undersigned employee hereby acknowledges that he/she has received and read a copy of the Exabeam Employee Handbook.

The Undersigned further understands and agrees that:

1. Exabeam may implement additional information and policies from time to time.
2. The Employee Handbook is not an employment agreement or guarantee of employment.
3. The employee is an “at will” employee, which means either the employee or Exabeam may terminate the employment relationship at any time, for any reason or no reason.
4. There have been no statements, agreements, promises, representations or understandings made by any officer, employee or agent of Exabeam inconsistent with this Acknowledgement form.

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Signature of Employee

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Employee Name

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Date Signed by Employee

**TO BE PLACED IN EMPLOYEE’S PERSONNEL FILE**

**ACKNOWLEDGMENT AND AGREEMENT REGARDING THE COMPANY'S  
POLICY PROHIBITING DISCRIMINATION, HARASSMENT, AND RETALIATION**

This is to acknowledge that I have received a copy of the Company's policy prohibiting discrimination, harassment, abusive conduct and retaliation, and understand the Company's policy that there be no discrimination or harassment against any employee or applicant for employment on the basis of race, color, religion, citizenship, political activity or affiliation, marital status, age, national origin, ancestry, physical or mental disability, medical condition (as defined under California law), veteran status, sexual orientation, sex or gender (which includes harassment and discrimination based on pregnancy, childbirth, breastfeeding, or related medical conditions, gender identity, gender expression, transitioning, sex stereotype, and transgender), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. I understand Exabeam is committed to a work environment free of harassment and discrimination, and that Exabeam specifically prohibits retaliation whenever an employee or applicant makes a good-faith complaint that they have been subjected to harassment or discrimination. Accordingly, I specifically agree that to the extent I am the subject of any conduct which I view to constitute harassment, discrimination, or retaliation or which is otherwise in violation of the Company's policy prohibiting discrimination, harassment, and retaliation, I will immediately report such conduct to my supervisor, to a management-level employee with whom I feel comfortable or to Human Resources. I can also utilize Exabeam's Ethics Hotline.

I further acknowledge that I have read and understand the Discipline and Standards of Conduct Policy set forth in the employee handbook. The list therein defines unacceptable social activities, business practices and actions. Any violations to include that list or the law will be subject to disciplinary action including termination of employment and may be forwarded for investigation by a government official, if applicable.

I understand and agree that to the extent I do not use the grievance procedures outlined herein or in the Company's policy prohibiting discrimination, harassment, and retaliation, Exabeam shall have the right to presume that I have not been subjected to any harassment, discrimination, or retaliation, and/or that I have welcomed the conduct.

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Signature of Employee

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Employee Name

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Date Signed by Employee

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**