

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2024

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 001-40806

**Freshworks Inc.**

(Exact name of Registrant as specified in its charter)

Delaware

(State or other jurisdiction of  
incorporation or organization)

33-1218825

(I.R.S. Employer  
Identification Number)

2950 S. Delaware Street, Suite 201  
San Mateo, CA 94403

(Address of principal executive offices, including zip code)

(650) 513-0514

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value \$0.00001 per share	FRSH	The Nasdaq Stock Market LLC

Securities registered pursuant to section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

Portions of the registrant's definitive proxy statement for the 2025 Annual Meeting of Stockholders (the "2025 Proxy Statement") are incorporated by reference into Part III of this Annual Report on Form 10-K to the extent stated herein. The 2025 Proxy Statement will be filed with Securities and Exchange Commission within 120 days of the registrant's fiscal year ended December 31, 2024.

## TABLE OF CONTENTS

	Page No.
<b><u>Part I</u></b>	<b><u>4</u></b>
<u>Item 1. Business</u>	<u>4</u>
<u>Item 1A. Risk Factors</u>	<u>11</u>
<u>Item 1B. Unresolved Staff Comments</u>	<u>46</u>
<u>Item 1C. Cybersecurity</u>	<u>47</u>
<u>Item 2. Properties</u>	<u>48</u>
<u>Item 3. Legal Proceedings</u>	<u>48</u>
<u>Item 4. Mine Safety Disclosures</u>	<u>48</u>
<b><u>PART II</u></b>	<b><u>49</u></b>
<u>Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</u>	<u>49</u>
<u>Item 6. [Reserved]</u>	<u>51</u>
<u>Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>51</u>
<u>Item 7A. Quantitative and Qualitative Disclosures About Market Risk</u>	<u>65</u>
<u>Item 8. Financial Statements and Supplementary Data</u>	<u>66</u>
<u>Item 9. Changes In and Disagreements With Accountants on Accounting and Financial Disclosure</u>	<u>104</u>
<u>Item 9A. Controls and Procedures</u>	<u>104</u>
<u>Item 9B. Other Information</u>	<u>106</u>
<u>Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspection</u>	<u>106</u>
<b><u>PART III</u></b>	<b><u>107</u></b>
<u>Item 10. Directors, Executive Officers and Corporate Governance</u>	<u>107</u>
<u>Item 11. Executive Compensation</u>	<u>107</u>
<u>Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</u>	<u>107</u>
<u>Item 13. Certain Relationships and Related Transactions and Director Independence</u>	<u>107</u>
<u>Item 14. Principal Accountant Fees and Services</u>	<u>107</u>
<b><u>PART IV</u></b>	<b><u>108</u></b>
<u>Item 15. Exhibits and Financial Statement Schedules</u>	<u>108</u>
<u>Item 16. Form 10-K Summary</u>	<u>110</u>
<u>Signatures</u>	<u>111</u>

**As used in this report, the terms “Freshworks,” “registrant,” “we,” “us,” and “our” mean Freshworks Inc. and its subsidiaries unless the context indicates otherwise.**

### **SPECIAL NOTE ABOUT FORWARD-LOOKING STATEMENTS**

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (Exchange Act), about us and our industry that involve substantial risks and uncertainties. All statements other than statements of historical facts contained in this report, including statements regarding our future results of operations and financial condition, business strategy, and plans and objectives of management for future operations, are forward-looking statements. In some cases, forward-looking statements may be identified by words such as "anticipate," "believe," "contemplate," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "target," "will," or "would," or the negative of these words or other similar terms or expressions. These forward-looking statements include, but are not limited to, statements concerning the following:

- our expectations regarding our annual recurring revenue (ARR), revenue, expenses, and other operating results;
- our ability to acquire new customers and successfully retain existing customers;
- our ability to increase the number of users who access our platform;
- our ability to increase usage of existing products;
- our ability to effectively manage our growth;
- our ability to achieve or sustain profitability;
- future investments in our business, our anticipated capital expenditures, and our estimates regarding our capital requirements;
- the costs and success of our sales and marketing efforts, and our ability to maintain and enhance our brand;
- the estimated addressable market opportunity for existing products and new products;
- our reliance on key personnel and our ability to identify, recruit, and retain skilled personnel;
- our ability to effectively manage our growth, including any international expansion;
- our ability to successfully integrate acquired businesses, including D42 Parent, Inc.;
- the effects of macroeconomic uncertainties, including high interest rates, foreign exchange rate volatility, global geopolitical uncertainties, inflationary pressures, and other macroeconomic factors beyond our control;
- our ability to protect our intellectual property rights and any costs associated therewith;
- our ability to compete effectively with existing competitors and new market entrants; and
- the size and growth rates of the markets in which we compete.

You should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Annual Report on Form 10-K primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, and operating results. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties, and other factors described in the section titled "Risk Factors" contained in Part I, Item 1A in this Annual Report on Form 10-K and elsewhere in this Annual Report on Form 10-K. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Annual Report on Form 10-K. The results, events, and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events, or circumstances could differ materially from those described in the forward-looking statements.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this Annual Report on Form 10-K. While we believe

that such information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

The forward-looking statements made in this Annual Report on Form 10-K relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Annual Report on Form 10-K to reflect events or circumstances after the date of this Annual Report on Form 10-K or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments.

## Part I

### Item 1. Business

#### Overview

We provide people-first, AI service software that organizations use to deliver exceptional customer and employee experiences. We provide our solutions in two product families: Customer Experience (CX) and Employee Experience (EX). CX products include Freshdesk, Freshdesk Omni, Freshchat, Freshsales, and Freshmarketer. EX products include Freshservice, Freshservice for Business Teams and Device42. Our generative AI offerings, Freddy AI Agent and Freddy AI Copilot, further enhance the customer and employee experience. Freddy AI Agent offers always-on, autonomous, personalized resolutions to customer and employee queries. Freddy AI Copilot provides always-on contextual assistance for customer support, employee support, marketing and sales use cases, designed to boost productivity. Currently, over 72,000 companies use Freshworks' uncomplicated solutions to increase employee efficiency and customer loyalty.

Our solutions and platform are enterprise-grade without the enterprise complexity. Our fresh approach to EX and CX software is designed to be easy to use and ready to scale and to deliver rapid time to value to companies of all sizes. With an increased ability to delight customers and employees, Freshworks' customers have improved retention, achieved higher customer satisfaction scores and better business outcomes.

Our secure and native AI enables businesses to stay ahead of the curve with the latest technologies and is designed to deliver a tangible return on investment. Built to deliver exceptional customer experiences and employee experiences, Freddy AI has helped users in customer support and IT autonomously resolve service requests.

Businesses from approximately 170 countries around the world use Freshworks products to delight their customers and employees every day. As of December 31, 2024, over 60% of our annual recurring revenue (ARR) was from customers with more than 250 employees. We provide products across multiple markets in order to address the needs of businesses of all sizes that need to digitally transform to delight their customers and employees.

Our business has grown significantly in recent periods as our customer base and operations have scaled. Our total revenue was \$720.4 million, \$596.4 million and \$498.0 million in the years ended December 31, 2024, 2023 and 2022, respectively, representing year-over-year growth rates of 21% and 20%, respectively.

#### Our Business Model

Product-led growth (PLG) is the core foundation of Freshworks and has helped us serve organizations of all sizes. The simplicity and powerful functionality underpinning our Freshworks solutions act as the primary driver of customer acquisition, conversion, and expansion by driving trials of our products that we supplement with our inbound and outbound sales motions. Our pricing is transparent, affordable, and easy to understand, reducing the length of sales cycles and increasing the efficiency of marketing and sales. This enables us to disrupt the traditional top-down sales motion, letting users, not executives, designate Freshworks as their software of choice.

Our go-to-market approach allows us to respond to how businesses want to buy our products. This flexible approach capitalizes on the strong user-driven adoption and user love for our products with a dedicated focus on driving successful adoption and expansion within organizations and divisions of large organizations. We offer our products under both free and paid subscription plans, further reducing friction to adoption and accelerating our go-to-market motion.

We focus our go-to-market motion on businesses based on their size:

- **Small- and Mid-Sized Businesses (SMB)** (organizations with 250 or fewer employees): We service our SMB customers through inbound and partner demand generation, which is low-cost, low-touch, and self-service.
- **Mid-Market** (organizations with 251 to 5,000 employees): We service our mid-market customers through inbound, outbound and partner demand generation.
- **Enterprise** (organizations with 5,001 or more employees): We service our enterprise customers through inbound, outbound and partner demand generation. We focus on serving divisions or departments within enterprises.

We have three go-to-market motions to attract customers:

- **Inbound motion:** Our inbound motion is the primary way we sell to organizations, regardless of the organization's size or industry. We rely on efficient search marketing and word of mouth to encourage individual users or small teams

within an organization to discover, try, and purchase our products. We drive potential customers to our website as the primary channel to learn about our solutions and we offer 14-day free trials of our products, giving potential customers flexibility to try before they buy.

- **Outbound motion:** This approach is focused on mid-market and enterprise organizations. We rely on three main groups to drive our outbound business: outbound marketing, sales development representatives, and field sales representatives. We utilize our outbound motion in conjunction with our inbound efforts to help accelerate the adoption of our products, and the increased usage of our products within existing customers.
- **Partner ecosystem:** Our growing partner ecosystem enriches our offerings, scales our geographic coverage, and helps us reach more EX and CX buyers, thus amplifying our go-to-market investments. Our partner ecosystem consists of channel resellers, independent software vendors (ISV) and marketplace partners, including developers.

Once a business has purchased a subscription to one of our products, we activate our customer success programs that are aligned with the size and scale of each customer and are designed to ensure businesses are getting the most out of their subscription. We provide digital onboarding directly or with partners to all customers. We conduct health checks and business reviews, monitor customer satisfaction and Net Promoter Scores, and identify gaps to proactively address any concerns. Our customer success team is also responsible for customer renewals and for identifying expansion opportunities.

## Products and Capabilities

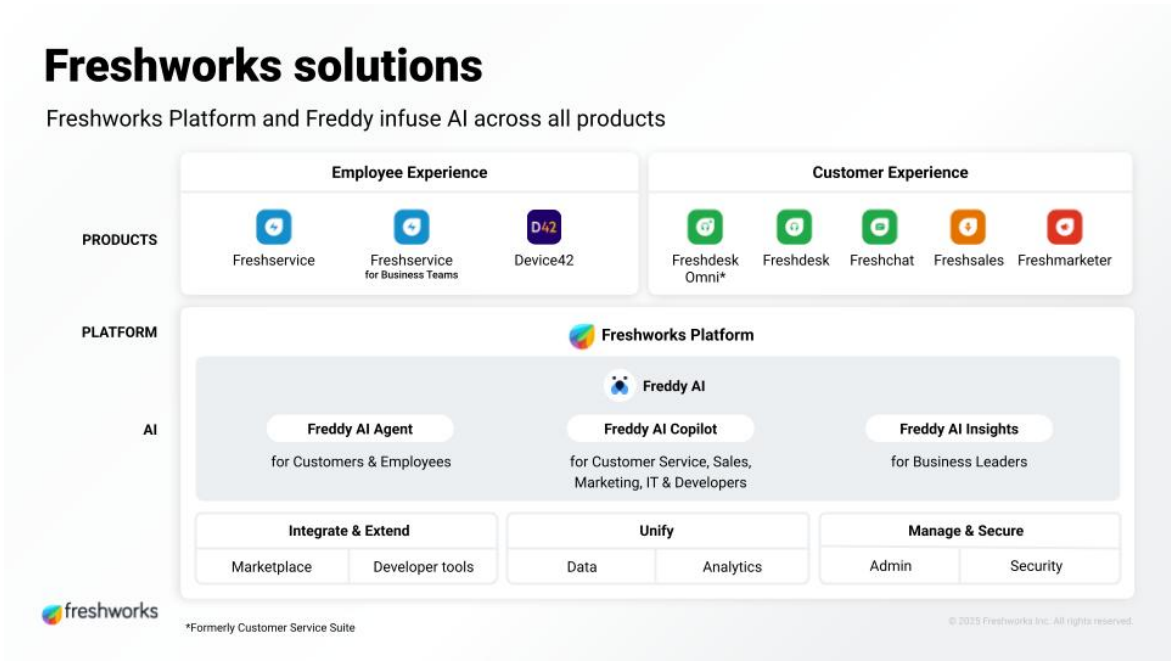
Freshworks provides solutions that serve the needs of users in the CX and EX categories. These product offerings enable organizations to acquire, engage, and better serve their customers and employees.

For customer-facing teams, we offer our AI-powered, CX family of products, including Freshdesk, Freshdesk Omni, Freshchat, Freshsales, and Freshmarketer. These products allow businesses to deliver effortless, self-service resolutions for their customers, a unified workspace for their agents, and performance insights for their leaders.

For IT and employee-facing teams, we offer our AI-powered EX family of products, including Freshservice, Freshservice for Business Teams and Device42. Freshservice is our unified IT Management platform that combines IT Service management, IT Operations management, IT Asset Management and Employee Service Management on the same platform. Freshservice provides both the intelligence and automation organizations need to give employees the “consumer” like experience they now expect. With Freshservice for Business Teams, this platform also extends to non-IT departments like HR, Facilities and Legal.

All of our products leverage the Freshworks platform, which provides shared services that enable us to rapidly innovate and release new capabilities. This includes Freddy AI, our generative AI-powered suite of services, that enable organizations to more efficiently deliver customer and employee delight at scale. Organizations can also use the Freshworks developer platform and marketplace to extend and integrate Freshworks into their existing systems and advanced analytics to gain insights that help them run their business more efficiently.

Freshworks Solutions Overview



Customer Experience Offerings

Freshworks has a unified platform for CX that includes products for Customer Service (CS) and Sales & Marketing automation (S&M).

Customer Service Product Offerings

Freshworks offers various products to address specific use cases across CS. These are:

- **Freshdesk Omni.** Freshdesk Omni, formerly known as Customer Service Suite, brings everything businesses need to deliver seamless omnichannel support into a single solution that is quick to deploy, easy to use, and simple to manage. Plus, powerful AI capabilities help deliver exceptional support at scale by quickly solving customer issues, supercharging agent productivity, and providing proactive insights to managers and leaders. Businesses can transform the customer experience and resolve issues faster than ever before with Freshdesk Omni.
- **Freshdesk.** Freshdesk is a comprehensive ticketing and case management solution that lets businesses resolve customer issues fast. Businesses can delight customers with easy email experiences and self-service across dedicated portals and their websites, all powered by a robust knowledge base. They can intelligently route tickets and collaborate seamlessly with team members to ensure quick and accurate resolutions. Freshworks' powerful AI means customer service agents get more done, and customers get exceptional service every time.
- **Freshchat.** Freshchat provides agents with a modern conversational experience to proactively engage customers across digital messaging channels such as WhatsApp, Google Business Messages, SMS, and more. Freshchat enables automated and personalized self-service for fast resolutions. When an issue requires agent support, a customer is seamlessly transferred to an agent. Agents are equipped with a full customer context and AI productivity tools to deliver fast resolutions. Leaders gain unified dashboards and reports to drive team performance. Freshchat is commonly included as part of the complete CS, Sales & Marketing, and ITSM offerings.

Freddy AI Agent for CS provides always-on, conversational assistance to customers, enabling customers to resolve issues quickly and efficiently across channels. Available in multiple languages, Freddy AI Agent is designed to be easy to deploy and manage. Businesses can simply connect their knowledge sources (documents, PDFs, public URLs) to get started, with no requirement for complex decision tree flows or heavy setup efforts. Freddy AI Copilot acts as a coach and collaborator that



helps boost agent productivity and performance by summarizing tickets and conversations, suggesting responses, and providing quality coaching and feedback after every interaction

## Sales and Marketing Automation Offerings

Freshworks also offers a sales automation product Freshsales and a marketing automation product called Freshmarketer.

- **Freshsales.** Freshsales is an easy-to-use, AI-powered sales CRM that helps businesses enhance productivity and drive revenue growth. The powerful CRM transforms the sales experience with 360-degree customer context, equipping sales teams with real-time relevant information. It offers personalized engagement, accurate forecasting, and intelligent workflows to improve sales performance and deliver exceptional customer experiences. With powerful AI capabilities, Freshsales helps sales teams prioritize high-intent leads, scale personalized outreach, and identify critical deals to take the next best action to accelerate sales cycles. Freshsales is a trusted choice for businesses of varying sizes, offering the flexibility and scalability necessary to adapt to dynamic market conditions and excel in today's competitive landscape.
- **Freshmarketer.** Freshmarketer is an easy-to-use marketing automation platform designed to help businesses attract, nurture, convert, and retain customers. It empowers businesses to connect with customers across their preferred channels—email, SMS, WhatsApp, or social media—driving higher engagement. With AI-driven campaign creation, advanced segmentation and personalization, real-time automated journeys, and in-depth analytics and reporting, Freshmarketer enables businesses to maximize their marketing ROI. Additionally, it offers conversational marketing tools like live chat and chatbots, along with features for landing page customization and conversion rate optimization, making it a complete solution for all marketing requirements.

## IT and Employee Service Management (ITSM) Product Offerings

Freshservice is a unified, AI-powered solution with essential IT and employee service management capabilities that empower our customers to provide reliable and consistent services company-wide.

- **Freshservice.** Freshservice delivers the capabilities IT leaders need to manage the entire IT estate, including IT Service Management (ITSM), IT Operations Management (ITOM), and IT Asset Management (ITAM), on the same platform, enabling collaboration across teams without complexity. Freshservice streamlines IT service delivery, providing a unified approach to incident, request, knowledge, change, and problem management. Our service-aware IT operations management provides integrated alert management by processing large amounts of machine-based system monitoring data to put the focus on critical areas and drive fast resolution. It also helps our customers manage major incidents, get on-call management and track service health. Asset management helps gain infrastructure visibility and optimize the assets used to provide services on-premises, hybrid, and cloud. Freshservice also offers powerful dashboards and analytics functionality to improve service delivery.

Freshservice harnesses the power of AI to transform the way employees, service agents, and business leaders work by replacing forms, lists, and queries with conversational, collaborative, and omnichannel experiences. Freshservice can leverage virtual agents called Freddy AI Agents designed to provide always-on, trustworthy and conversational service to help employees resolve issues, make requests, and answer questions without contacting the service desk. Freshservice also utilizes Freddy AI Copilot and is designed to increase agent productivity by automating routine work like summarizing tickets, generating responses, and creating consistent tone and clarity of responses.

- **Freshservice for Business Teams.** Freshservice for Business Teams provides a unified employee service experience while ensuring the secure separation of departmental data. Freshservice for Business Teams enables non-IT departments like HR, Finance, Facilities, and Legal to benefit from service management and workflow automation.
- **Device42.** D42 Parent, Inc., a Freshworks company, provides advanced IT discovery and dependency mapping. Device42 is designed to continuously discover, map, and provide complete visibility across on-premises and cloud IT environments. With its built-in AI capabilities and reporting, Device42 helps customers get answers fast and insights that help them solve problems faster, maintain compliance requirements, reduce risk, and ensure business continuity.

## The Freshworks Platform

The Freshworks platform is the AI-powered, enterprise-grade foundation for all Freshworks products. Key components of our platform include an AI engine, a Developer platform, the Freshworks Marketplace, analytics service and unified customer experience services.

- Freddy AI is Freshworks' native AI engine that brings the power of generative AI to all Freshworks products. Customers are able to gain personalized support via Freddy AI Agent, contextual user assistance via Freddy Copilot, and actionable insights via Freddy Insights.
- The Developer platform allows businesses to extend the Freshworks product experience by enabling them to build apps with our toolkits and comprehensive documentations, supported by a thriving community. Freddy Copilot for developers, our latest generative AI capability, helps significantly accelerate the app development process.
- The Marketplace, a curated collection of over 1,200 apps, offers plug-n-play extensibility to Freshworks products. These applications cover a wide range of categories including agent productivity, collaboration, data sync, data migration, workflow automation, etc. and can be accessed directly from the product user-interface.
- The analytics service, an AI-powered no-code engine, enables users to analyze data, create data visualizations, and derive insights and actionable recommendations.
- The unified customer experience services are a combination of shared capabilities that enable a unified experience natively inside our products. These services include an Admin Center to centrally manage security and billing for our products, UCR to power a holistic view of the customer, Custom Objects to bring in the customers' business critical data into our products and Conversations to unify B2B and B2C channels.

## Technology

Freshworks products are cloud-native SaaS systems that are based on modern, proven technologies—Ruby on Rails, Java, and MySQL. Leveraging these and other open source technologies, our systems are built to operate as independent 'pods' of compute, storage, and database infrastructure. Our products are hosted in AWS regions in the United States, EU, India, Australia, and the United Arab Emirates.

In addition to their ease of use and functionality, the key characteristics of Freshworks products are:

- **Scalability:** As multi-tenant systems, our products are engineered to scale with increased usage by businesses and an increasing number of customers. Our products are architected to be horizontally scalable across compute and database infrastructure. We leverage the open source Kubernetes system for automated scaling of our containerized applications. Our independent 'pod' architecture enables our products to be provisioned across geographically distributed data centers, for additional scalability and data localization.
- **Reliability:** Our products are engineered with reliability as a key consideration from design through all phases of development and operation. We run our SaaS service with the built-in redundancy of independent 'pods' across multiple data centers within an AWS region, to provide continuity of service in the face of infrastructure disruptions in individual data centers. Every new version of our software undergoes stringent functional, security, and regression testing, and is deployed through controlled processes to production. Following the infrastructure-as-code allows for repeatable and reliable infrastructure provisioning. Our products are monitored for performance and anomalies 24x7 by a Network Operations Center to provide for system availability and prevent abuse.
- **Security:** We are ISO 27001 certified and SOC 2 Type 2 certified. Our cybersecurity program is based on the concept of defense-in-depth and focuses on securing data at every layer. Our security posture is maintained by utilizing both enterprise technologies and customized open-source solutions designed to identify, detect, and prevent cybersecurity threats, as well as 24x7 monitoring for malicious activity. Our cybersecurity program encompasses product security, security architecture and engineering, cloud security, penetration testing, third-party risk management, and customer support. Our production network and systems are accessible only to authorized Freshworks personnel.
- **Efficiency:** Our multi-tenant architecture delivers economies of scale, ensuring improved utilization of cloud infrastructure as businesses and customer usage grows. Our governance process is geared to identify and implement infrastructure and production architecture optimizations, and effectively utilize the capabilities of our technology and cloud vendors.

## Research and Development

Our engineering and product teams are customer-oriented and work alongside businesses to deliver high value, high-quality features and functionality across the numerous products we support, including customer-requested features that would be valuable across our customer base. We deliver these product features and capabilities through Freshwave, our adaptation of the agile software development methodology, balancing development velocity, roadmap predictability and product quality. Our internal ‘Idea-To-Product’ process for rapid solutioning of product requirements is a key enabler of innovation and collaborative development. The choice of expressive and powerful development frameworks and languages in our technology stack enables us to innovate at scale across multiple products.

We have a research and development presence in both the United States and India, which we believe is a strategic advantage for us, allowing us to efficiently invest more in increasing our product capabilities.

## Sales and Marketing

The foundation of our go-to-market strategy is a highly efficient inbound motion driven by PLG, as well as paid campaigns and search engine optimized (SEO) content marketing, affiliates and listings across peer review sites to drive organic traffic. Leads are ushered into a trial where they experience in-app triggers, lifecycle emails and functionality that prompts conversion to paying customers. We layer in both an outbound sales and marketing motion, as well as a partner-led sales distribution strategy to increase success across the breadth of our market opportunity. We have continually increased investments in our outbound sales and marketing efforts globally. Our sales teams are organized by customer size, targeting SMBs with a highly efficient, cost-effective sales organization based in Chennai, in region sales teams focused on our larger customers, and partner-selling teams supporting our partners in other geographies.

Our marketing efforts are primarily focused on generating high-quality leads and building our sales pipeline through a combination of growth marketing and brand acceleration programs across online and offline channels. Our digital and content marketing teams generate strong inbound demand through effective paid, social media, and SEO tactics that support website traffic growth and conversions. We also market our solutions through targeted online events and webinars, along with offline events across different regions, including trade shows, roadshows, and our own flagship global user conference, Refresh. Our events are designed to promote favorable word of mouth, discovery, and demand generation. Our customer marketing team specifically focuses on accelerating engagement, growth, and advocacy from our growing base of customers, while also driving engagement with our online community. Finally, our press and analyst relations efforts help generate additional awareness and validation to accelerate and support the customer buying cycle.

## Competition

The markets in which we operate are highly competitive. A significant number of companies have developed or are developing products and services that currently, or in the future may, compete with some or all of our offerings. Many of these services do not offer complete solutions—often they provide a feature comparable to a component of our platform (e.g., only customer service management, only IT service management, only Sales and Marketing). For our CX products, with regards to CS, we primarily face competition from CS suites, such as Salesforce, Zendesk, and legacy vendors, such as Oracle and SAP, and with regards to customer relationship management, we primarily face competition from full-featured vendors, such as Salesforce, HubSpot, and Microsoft Dynamics, legacy vendors, such as Oracle, SAP, and Sage. For our EX products, we primarily face competition from traditional vendors, such as ServiceNow, BMC, Ivanti/Cherwell, and modern pure-play vendors, such as Atlassian.

We believe we compete favorably based on the following competitive factors:

- designed for the user;
- lesser time to realize value of investment;
- unified experience;
- modern, end-to-end, and extensible platform;
- designed for businesses of all sizes;
- intelligent, automation-first and AI/ML-powered solutions;
- product-led go-to-market motion;

- fast to go-live;
- easy and intuitive; and
- affordable pricing.

## **Governmental Regulations**

Our business is and will continue to be subject to extensive U.S. federal and state and foreign laws and regulations, including laws and regulations involving privacy, data protection, security, intellectual property, competition, taxation, anti-corruption, anti-bribery, anti-money laundering, and other similar laws. Many of these laws and regulations are still evolving and are likely to remain uncertain for the foreseeable future, and these laws and regulations can vary significantly from jurisdiction to jurisdiction. The costs of complying with these laws and regulations are high and likely to increase in the future. Further, the impact of these laws and regulations may disproportionately affect our business in comparison to our competitors that have greater resources.

In the United States, we are subject to data security and privacy rules and regulations promulgated under the authority of the Federal Trade Commission, the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, the California Consumer Privacy Act of 2018 (CCPA), the California Privacy Rights Act (together with the CCPA, collectively, the California Privacy Regulations), and other state and federal laws relating to privacy and data security. The California Privacy Regulations require covered businesses to provide new disclosures to California residents and to provide them new ways to opt-out of the sale of personal information, and provide a private right of action and statutory damages for data breaches. Other jurisdictions in the United States are beginning to propose laws similar to the California Privacy Regulations.

As a result of our international operations, we must comply with a multitude of data security and privacy laws that may vary significantly from jurisdiction to jurisdiction. Virtually every jurisdiction in which we operate has established or is in the process of establishing data security and privacy legal frameworks with which we or our customers must comply. Our failure to comply with the laws of each jurisdiction may subject us to significant penalties. For example, the data protection landscape in Europe, including with respect to cross-border data transfers, is currently unstable and other countries outside of Europe have enacted or are considering enacting cross-border data transfer restrictions and laws requiring local data residency.

For a discussion of the various risks we face from regulation and compliance matters, see the sections titled “Risk Factors—Risks Related to Our Business” and “Risk Factors—Risks Related to International Operations.”

## **Intellectual Property**

Intellectual property is an important component of our business. We rely on a combination of patents, trademarks, copyrights, trade secrets as well as contractual provisions and restrictions to establish and protect our proprietary rights.

As of December 31, 2024, we had eighteen issued U.S. patents that expire between 2037 and 2043, and sixteen pending patent applications. While we believe our patents and patent applications in the aggregate are important to our competitive position, no single patent or patent application is material to us as a whole. We intend to pursue additional patent protection to the extent we believe it would be beneficial and cost effective. We have registered trademark rights in “Freshworks,” our logos and multiple product names in the United States and targeted foreign jurisdictions. We also have registered domain names for websites that we use in our business, such as freshworks.com and similar variations.

In addition to the protection offered by our intellectual property rights, it is our practice to enter into confidentiality and invention assignment agreements (or similar agreements) with our employees, consultants and contractors involved in the development of intellectual property on our behalf. We also enter into confidentiality agreements with other third parties in order to limit access to, and disclosure and use of, our confidential information and proprietary information. Our intellectual property rights, however, may be challenged, invalidated, circumvented, infringed, or misappropriated and the laws of certain countries do not protect proprietary rights to the same extent as the laws of the United States. Moreover, our products incorporate software components licensed to the general public under open source software licenses. We obtain many components from software developed and released by contributors to independent open source components of our platform. Open source licenses grant licensees broad permissions to use, copy, modify, and redistribute our platform. As a result, open source development and licensing practices can limit the value of our software copyright assets. We intend to pursue additional intellectual property protection to the extent we believe it would be beneficial and cost effective.

## Our Culture and Employees

Our mission is to help businesses create delightful customer and employee experiences. That goal starts at home with our own team – and we strive to help our people succeed and build fulfilling careers.

Our steady growth comes from a set of principles that guide us and shape our Freshworks culture and drive our business performance.

- **We focus on our customers.** We build and deliver solutions that exceed our customer expectations. We identify new opportunities that benefit their needs.
- **We drive results.** We persist in accomplishing objectives despite obstacles and setbacks. We push ourselves and help others achieve results.
- **We collaborate.** We work cooperatively to achieve shared objectives. We credit others for their contributions and accomplishments.
- **We innovate.** We come up with useful ideas that are new, better or unique. We take creative ideas and put them into practice, fast.
- **We adapt.** We are agile and readily adapt and adjust in the moment.
- **We value differences.** We contribute to a work environment where differences are valued and supported. We embrace a variety of cultures, experiences, styles and backgrounds to get results.

Our employee benefits and programs reflect our growth mindset culture and our talent management strategy. We focus on supporting our employees not only within their own teams and careers, but also in employee wellness. Our global Women's 360 Employee Resource Group and affinity groups promote inclusiveness and give everyone a chance to contribute their knowledge, skills, and unique perspectives. Our social impact initiatives include the STS Software Academy and on-going support of our communities in times of need.

As of December 31, 2024, we had a hybrid workforce of approximately 4,400 employees in North America, Europe, Asia and Australia. We're headquartered in San Mateo, CA and have 13 other offices across the globe with a majority of employees based in India, where we were founded. Major areas of focus in this region include engineering, product design, customer support, in-bound sales and general and administrative personnel.

## Available Information

Our website address is located at [freshworks.com](https://freshworks.com), and our investor relations website is located at [ir.freshworks.com](https://ir.freshworks.com). We file electronically with the U.S. Securities and Exchange Commission (SEC) our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act. We make available on our investor relations website, free of charge, copies of these reports and other information as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. These filings with the SEC are also available on the SEC's website located at [www.sec.gov](https://www.sec.gov).

We announce material information to the public through a variety of means, including filings with the U.S. Securities and Exchange Commission, press releases, public conference calls, our website ([freshworks.com](https://freshworks.com)), the investor relations section of our website ([ir.freshworks.com](https://ir.freshworks.com)), our LinkedIn account ([linkedin.com/company/freshworks-inc/](https://linkedin.com/company/freshworks-inc/)), and our X (formerly Twitter) account ([@FreshworksInc](https://twitter.com/FreshworksInc)). We use these channels to communicate with investors and the public about our company, our products and services and other matters. Therefore, we encourage investors, the media and others interested in our company to review the information we make public in these locations, as such information could be deemed to be material information.

**Item 1A. Risk Factors**

*You should carefully consider the risks described below, as well as the other information in this Annual Report on Form 10-K, including our consolidated financial statements and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” The occurrence of any of the events or developments described below could materially and adversely affect our business, financial condition, results of operations, and growth prospects. In such an event, the market price of our Class A common stock could decline, and you may lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently believe are not material may also impair our business, financial condition, results of operations, and growth prospects. You should not interpret our disclosure of any of the following risks to imply that such risks have not already materialized.*

**Risk Factors Summary**

Below is a summary of the principal factors that make an investment in our Class A common stock speculative or risky:

- We have a history of losses, and we may not be able to achieve profitability or, if achieved, sustain profitability.
- We have a limited operating history at our current scale, which makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.
- Macroeconomic uncertainties, including inflationary pressures, supply chain disruptions, labor shortages, significant volatility in global markets, and recession risks have in the past and may continue to adversely affect our business, future results of operations, and financial condition, the effects of which remain uncertain.
- Our quarterly results may fluctuate significantly and may not meet our expectations or those of investors or securities analysts.
- Sales efforts to large customers, which are a growing part of our business involve risks that may not be present or that are present to a lesser extent with respect to sales to smaller organizations. If we fail to effectively manage these risks, our business, financial condition, and results of operations may be adversely affected.
- If we are unable to attract new customers, convert customers using our trial versions into paying customers, and expand usage of our products within or across organizations, our revenue growth would be harmed.
- Our ability to attract new customers and increase revenue from existing customers depends on our ability to develop new features, integrations, capabilities, and enhancements and to partner with third parties to design complementary products.
- We have experienced significant growth in recent periods and our recent growth rates may not be indicative of our future growth.
- Our business depends substantially on our customers renewing their subscriptions and purchasing additional subscriptions from us. Any decline in our customer retention would harm our future operating results.
- We operate in a highly competitive industry, and competition presents an ongoing threat to the success of our business.
- We recognize revenue from subscriptions over the term of our customer contracts. Consequently, downturns or upturns in new sales may not be immediately reflected in our operating results and may be difficult to discern.
- We track certain key business metrics, which are subject to inherent challenges in measurement, and real or perceived inaccuracies in such metrics may harm our reputation and materially adversely affect our stock price, business, results of operations, and financial condition.
- We believe our long-term value as a company will be greater if we focus on growth, which may negatively impact our profitability.
- The dual class structure of our common stock has the effect of concentrating voting control with those stockholders who held our stock prior to our initial public offering, including our executive officers, employees, and directors and their affiliates, and limiting your ability to influence corporate matters, which could adversely affect the trading price of our Class A common stock.

## Risks Related to Our Business

### ***We have a history of losses, and we may not be able to achieve profitability or, if achieved, sustain profitability.***

We have incurred net losses in each fiscal year since our founding. We generated net losses of \$95.4 million and \$137.4 million for the years ended December 31, 2024 and 2023, respectively. As of December 31, 2024, we had an accumulated deficit of \$3.7 billion. We do not expect to be profitable in the near future, and we cannot assure you that, if we do become profitable, we will sustain profitability. Any failure by us to achieve and sustain profitability could cause the value of our Class A common stock to decline. These losses reflect, among other things, the significant investments we made to develop and commercialize our products, serve our existing customers, and broaden our customer base.

As a result of expected investments and expenditures related to the growth of our business, we may experience increasing losses in future periods and these losses may be significantly greater than the losses we would incur if we developed our business more slowly. In addition, we may find that these efforts are more expensive than we currently anticipate or that they may not result in increases in our revenue.

### ***We have experienced significant growth in recent periods and our recent growth rates may not be indicative of our future growth.***

We have experienced significant growth in recent periods. Even if our revenue continues to increase, we expect that our revenue growth rate may continue to decline in the future as a result of a variety of factors, including the maturation of our business. Our growth may continue to be impacted by macroeconomic factors beyond our control, including, but not limited to high interest rates, inflation, foreign exchange rate volatility, global geopolitical uncertainties, and supply-chain issues. Further, as we operate in a rapidly changing industry, widespread acceptance and use of our products are critical to our future growth and success. We believe our revenue growth depends on a number of factors, including, but not limited to, our ability to:

- attract new customers;
- grow or maintain our net dollar retention rate, expand usage within organizations, and sell additional subscriptions;
- gain continued acceptance and use of our products both inside and outside of the United States;
- expand the features and capabilities of our products, including artificial intelligence (AI) and machine learning features;
- provide excellent customer experience and customer service;
- price our subscription plans effectively;
- continue to successfully expand our sales force;
- maintain the security and reliability of our products;
- successfully compete against and withstand competitive pressure from established companies and new market entrants;
- increase awareness of our brand on a global basis; and
- comply with existing and new applicable laws and regulations.

We may not successfully accomplish any of these objectives, and as a result, it is difficult for us to forecast our future results of operations. If we are unable to maintain consistent revenue or revenue growth, our stock price could be volatile, and it may be difficult to achieve (or, if achieved, maintain) profitability. You should not rely on our revenue for any prior quarterly or annual periods as any indication of our future revenue or revenue growth.



In addition, in order to fuel our growth, we expect to continue to expend substantial financial and other resources on:

- expansion and enablement of our sales, services, and marketing organization to increase brand awareness and drive adoption of our products;
- product development, including investments in our product development team and the development of new products and new features and functionality, as well as investments in further differentiating our existing offerings;
- strategic technology and sales channel partnerships;
- acquisitions or strategic investments; and
- general administration, including legal and accounting expenses associated with being a public company.

These investments may not result in increased revenue in our business. If we are unable to maintain or increase our revenue at a rate sufficient to offset the expected increase in our costs, our business, financial position, and results of operations will be harmed, and we may not be able to achieve or maintain profitability. Additionally, we may encounter unforeseen operating expenses, difficulties, complications, delays, and other unknown factors that may result in losses in future periods. If our revenue does not meet our expectations in future periods, our business, financial position, and results of operations may be harmed.

***We have a limited operating history at our current scale, which makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.***

We have been growing significantly in recent periods and, as a result, have a relatively short history operating our business at its current scale. The growth and expansion of our business and products may place a significant strain on our management and our operational and financial resources. As we grow and expand, we will need to continue to successfully manage a variety of relationships with partners, customers, and other third parties. We must continue to improve and expand our information technology (IT) and financial infrastructure, our security and compliance requirements, our operating and administrative systems, our relationships with various partners and other third parties, and our ability to manage headcount and processes in an efficient manner to manage our growth effectively.

Furthermore, we operate in an industry that is characterized by rapid technological innovation, intense competition, changing customer needs, and frequent introductions of new products, technologies, and services. We may not be able to sustain the pace of improvements to our products successfully or implement systems, processes, and controls in an efficient or timely manner or in a manner that does not negatively affect our results of operations. Our failure to improve our systems, processes, and controls, or their failure to operate in the intended manner, may result in our inability to manage the growth of our business, forecast our revenue, expenses, and earnings accurately, or prevent losses.

We have encountered, and will continue to encounter, risks and uncertainties frequently experienced by growing companies in evolving industries. In addition, our future growth rate is subject to a number of uncertainties, such as general economic and market conditions. In particular, we have limited experience operating our business at its current scale under economic conditions characterized by high inflation or in recessionary or uncertain economic environments. If general economic and market conditions diminish the rate of global IT spending, small and mid-sized businesses (SMBs) that are our target customers may cease to operate, which could adversely affect demand for our products. If our assumptions regarding these risks and uncertainties, which we use to plan our business, are incorrect or change in reaction to changes in the market, or if we do not address these risks successfully, our results of operations could differ materially from our expectations, and our business, results of operations, and financial condition would suffer.

***Macroeconomic uncertainties, including inflationary pressures, supply chain disruptions, labor shortages, significant volatility in global markets, and recession risks, have in the past adversely affected and may continue to adversely affect our business, future results of operations, and financial condition, the effects of which remain uncertain.***

Global economic and business activities continue to face widespread macroeconomic uncertainties, including inflation, supply chain disruptions, labor shortages, as well as recession risks, which may continue for an extended period and which have resulted and may in the future result in decreased business spending by our customers and prospective customers and business partners and third-party business partners, reduced demand for our products, lower renewal rates by our customers, longer or delayed sales cycles, including due to existing customers and prospective customers delaying contracts, entering into new subscriptions, renewing existing subscriptions, or reducing budgets related to the products that we offer, all of which could have an adverse impact on our business operations and financial condition.



To the extent that macroeconomic uncertainties continue to harm our business, many of the other risks described in these risk factors may be exacerbated including, but not limited to, those relating to our ability to increase sales to existing and new customers, develop and deploy new offerings and applications and maintain effective marketing and sales capabilities.

***Our quarterly results have and may continue to fluctuate significantly and may not meet our expectations or those of investors or securities analysts.***

Our quarterly results of operations, including the levels of our revenue, deferred revenue, working capital, and cash flows, have varied significantly in the past and may vary significantly in the future, such that period-to-period comparisons of our results of operations may not be meaningful. Our quarterly financial results have and may continue to fluctuate due to a variety of factors, many of which are outside of our control and have been, and may continue to be, difficult to predict, including, but not limited to:

- the level of demand for our products;
- our ability to grow or maintain our net dollar retention rate, expand usage within organizations, and sell subscriptions;
- the timing and success of new features, integrations, capabilities, and enhancements by us to our products, or by our competitors to their products, or any other changes in the competitive landscape of our market;
- our ability to achieve continued acceptance and use of our products;
- errors in our forecasting of the demand for our products, which would lead to lower revenue, increased costs, or both;
- the amount and timing of operating expenses and capital expenditures, as well as entry into operating leases, that we may incur to maintain and expand our business and operations and to remain competitive;
- the timing of expenses and recognition of revenue;
- the continued ability to hire high quality and experienced talent in a fiercely competitive environment;
- pricing pressure as a result of competition or otherwise;
- seasonal buying patterns for software spending;
- declines or increases in the values of foreign currencies, primarily the Indian rupee, British pound, and euro, relative to the U.S. dollar;
- general economic conditions in either domestic or international markets, including inflationary pressures and geopolitical uncertainty and instability and their effects on software spending;
- security breaches, technical difficulties, or interruptions to our products;
- the timing of the grant or vesting of equity awards to employees, directors, or consultants;
- changes in, and continuing uncertainty in relation to, the legislative or regulatory environment;
- legal and regulatory compliance costs in new and existing markets;
- costs and timing of expenses related to the acquisition of businesses, talent, technologies, or intellectual property, including potentially significant amortization costs and possible write-downs;
- adverse litigation judgments, other dispute-related settlement payments, or other litigation-related costs; and
- health epidemics, influenza, and other highly communicable diseases or viruses.

Any one or more of the factors above may result in significant fluctuations in our quarterly results of operations, which may negatively impact the trading price of our Class A common stock. You should not rely on our past results as an indicator of our future performance.

***Sales efforts to large customers involve risks that may not be present or that are present to a lesser extent with respect to sales to smaller organizations.***

Larger customers are becoming a bigger part of our business. Sales to large customers involve risks that may not be present or that are present to a lesser extent with sales to smaller organizations, such as longer sales cycles, more complex customer requirements, substantial upfront sales costs, and less predictability in completing some of our sales. For example, large customers may require considerable time to evaluate and test our products prior to making a purchase decision. A number of factors influence the length and variability of our sales cycle, including the need to educate potential customers about the uses and benefits of our products, the discretionary nature of purchasing and budget cycles, and the competitive nature of evaluation and purchasing approval processes. As a result, the length of our sales cycle, from identification of the opportunity to deal closure, may vary significantly from customer to customer, with sales to large enterprises typically taking longer to complete. Our typical sales cycle for mid-market and enterprise customers is approximately 130 to 150 days, as compared to 30 days for SMB customers. Moreover, large customers are often more demanding than other customers and begin to deploy our products on a limited basis, but, nevertheless require implementation services and negotiate pricing discounts or other onerous terms, which increase our upfront investment in the sales effort with no guarantee that sales to these customers will justify our substantial upfront investment, which can affect our roadmaps and deliverables. If we fail to effectively manage these risks associated with sales cycles and sales to large customers, our business, financial condition, and results of operations may be adversely affected.

***If we are unable to attract new customers, convert customers using our trial versions into paying customers, and expand usage of our products within or across organizations, our revenue growth would be harmed.***

To increase our revenue and achieve profitability, we must increase our customer base through various methods, including, but not limited to, adding new customers, converting customers using our free trial versions into paying customers, and expanding usage across our existing customers' organizations. We encourage customers on our free trial version to upgrade to paid subscription plans and customers on our base level paid plans to upgrade to plans with more features and to incorporate add-ons. Additionally, we seek to expand within organizations by having organizations add new users, upgrade their plans, or expand their use of our products into other departments within the organization. While we have experienced significant growth in the number of customers on our products, we do not know whether we will continue to achieve similar customer growth rates in the future. Numerous factors may impede our ability to add new customers, convert customers using our free trial versions into paying customers, expand usage within organizations, and sell subscriptions to our products, including but not limited to, our failure to attract, retain, and effectively train and motivate new sales and marketing personnel, develop or expand relationships with our partners, compete effectively against alternative products or services, successfully deploy new features and integrations, provide a quality customer experience and customer support, or ensure the effectiveness of our marketing programs.

In addition, because many of our new customers originate from word-of-mouth and other non-paid referrals from existing customers, we must ensure that our existing customers continue using our products in order for us to benefit from those referrals.

***Our ability to attract new customers and increase revenue from existing customers depends on our ability to develop new features, integrations, capabilities, and enhancements, and to partner with third parties to design complementary products.***

Our ability to attract new customers and increase revenue from existing customers depends in large part on our ability to continually enhance and improve our products and the features, integrations, and capabilities we offer, and to introduce compelling new features, integrations, and capabilities that reflect the changing nature of our market. Accordingly, we must continue to invest in research and development and in our ongoing efforts to improve and enhance our products. The success of any enhancement to our products depends on several factors, including timely completion and delivery, competitive pricing, adequate quality testing, integration with existing technologies, and overall market acceptance. Any new features, integrations, and capabilities that we develop may not be introduced in a timely or cost-effective manner, may contain errors, failures, vulnerabilities, or bugs, or may not achieve the market acceptance necessary to generate significant revenue.

Our ability to grow is also subject to the risk of future disruptive technologies. Uncertainty around new and emerging AI applications, such as generative AI content creation, has required and may continue to require additional investment in the development of proprietary datasets, machine learning models and systems to test for accuracy, bias and other variables, which are often complex. Developing, testing and deploying AI systems may also increase the cost profile of our offerings due to the nature of the computing costs involved in such systems.

Additionally, we rely on third parties to develop products that are complementary to ours in order to retain existing customers and attract new customers. In order for such complementary products to enhance our customers' use of our products, we must maintain interoperability as described further below.

***Our business depends substantially on our customers renewing their subscriptions and purchasing additional subscriptions from us. Any decline in our customer retention would harm our future operating results.***

Our business is primarily subscription based, and customers are not obligated to and may not renew their subscriptions after their existing subscriptions expire. In order for us to maintain or improve our operating results, it is important that our customers renew their subscriptions when the initial contract term expires and add additional users to their subscriptions. Our customers have no obligation to renew their subscriptions, and we cannot ensure that customers will renew subscriptions with a similar contract period, with the same or greater number of users, or for the same or upgraded level of subscription plan. Customers may or may not renew their subscription plans as a result of a number of factors, including their satisfaction or dissatisfaction with our products, our pricing or pricing structure, the pricing or capabilities of the products and services offered by our competitors, the effects of general economic conditions, inflation, or customers' budgetary constraints. If customers do not renew their subscriptions, renew on less favorable terms, or fail to add more users, or if we fail to upgrade trial customers to our paid subscription plans, or expand the adoption of our products within and across organizations, our revenue may decline or grow less quickly than anticipated, which would harm our business, results of operations, and financial condition. We have also experienced and may experience in the future a reduction in renewal rates and increased churn rates, particularly within our SMB customers, many of whom are on month-to-month subscriptions, as well as reduced customer spend and delayed payments that could materially impact our business, results of operations, and financial condition in future periods. If we fail to predict customer demands or fail to attract new customers and maintain and expand new and existing customer relationships, our revenue may grow more slowly than expected, may not grow at all, or may decline, and our business may be harmed.

***We use generative artificial intelligence, including in certain of our products and services, which may result in operational challenges, legal liability and reputational concerns that could adversely affect our business and results of operations.***

We deploy generative AI into certain of our products and services, which may result in adverse effects to our operations, legal liability, reputation and competitive risks. The rapid evolution of AI and the use of generative AI may lead to challenges, concerns and risks that are significant or that we may not be able to predict, especially if our use of these technologies in our products and services becomes more important to our operations over time.

Generative AI in our products and services may be difficult to deploy successfully due to operational issues inherent to the nature of such technologies. Moreover, known risks of generative AI currently include risks related to accuracy, bias, toxicity, privacy and security and data provenance. For example, AI algorithms use machine learning and predictive analytics which may be insufficient or of poor quality and reflect inherent biases and could lead to flawed, biased, and inaccurate results. Since we may use AI outputs to make certain decisions, due to these potential inaccuracies or flaws, the model could be biased and could lead us to make decisions that could bias certain individuals (or classes of individuals), and adversely impact their rights, employment, and ability to obtain certain pricing, products, services, or benefits, including exposure to reputational and competitive harm, customer loss, and legal liability. In addition, generative AI may create content that appears correct but is factually inaccurate or flawed, or contains copyrighted or other protected material, and if our customers or others use this flawed content to their detriment, we may be exposed to brand or reputational harm, competitive harm, and/or legal liability. For example, deficient or inaccurate recommendations, summaries, or analyses that generative AI features assist in producing could lead to customer rejection or skepticism of our products, affect our reputation or brand, and negatively affect our financial results. Further, unauthorized use or misuse of generative AI by our employees or others may result in disclosure of confidential company and customer data, reputational harm, privacy law violations and legal liability. Generative AI is also the subject of a quickly evolving legal and regulatory environment, and new or enhanced governmental or regulatory scrutiny, litigation, ethical concerns, or other complications related to our use of generative AI could cause us to divert resources towards compliance and adversely affect our business, reputation, or financial results. Our use of generative AI may also lead to novel and urgent cybersecurity risks, including the misuse of personal data, which may adversely affect our operations and reputation.

***We operate in a highly competitive industry, and competition presents an ongoing threat to the success of our business.***

The market for employee experience (EX) and customer experience (CX) products is rapidly evolving and increasingly competitive, fragmented, and subject to rapidly changing technology, shifting user and customer needs, new market entrants, and frequent introductions of new products and services. We compete with a significant number of companies that range in size from large and diversified enterprises with significant financial resources to smaller companies. These competitors have developed or are developing products and services that currently, or in the future may, compete with some or all of our offerings.

For our EX products, we primarily face competition from traditional vendors, such as ServiceNow, BMC, Ivanti/Cherwell, and modern pure-play vendors, such as Atlassian. For our CX solutions, with regards to customer service, we primarily face competition from customer service suites, such as Salesforce and Zendesk, and legacy vendors, such as Oracle and SAP and, with regards to customer relationship management, we primarily face competition from full-featured vendors, such as Salesforce, HubSpot, and Microsoft Dynamics, and legacy vendors, such as Oracle, SAP, and Sage.

Many of our current and potential competitors may have longer operating histories, greater brand name recognition, stronger and more extensive partner relationships, significantly greater financial, technical, marketing, and other resources, lower labor and development costs, and larger customer bases than we do. These competitors may invest and engage in more extensive research and development efforts, undertake more far-reaching marketing campaigns, and adopt more aggressive pricing policies that will allow them to build larger customer bases than we have. Our competitors may also offer their products and services at a lower price, or may offer price concessions, delayed payment terms, financing terms, or other terms and conditions that are more enticing to potential customers. Additionally, we are using or building our Freddy AI offerings into many of our product and we are facing increased competition as AI technologies are integrated into the various competitive offerings. Our competitors may be able to develop new AI offerings that disrupt our customers' needs and negatively impact demand for our products, or incorporate AI into their offerings more successfully than we do and achieve greater and faster adoption.

The market for our products is rapidly evolving and highly competitive, with relatively low barriers to entry, and in the future there will likely be an increasing number of similar products offered by additional competitors. Large companies we do not currently consider to be competitors may enter the market, through acquisitions or through innovation and expansion of their existing products, to compete with us either directly or indirectly. Further, our potential and existing competitors may make acquisitions or enter into strategic relationships and rapidly acquire significant market share due to a larger customer base, superior product offerings, more effective sales and marketing operations, or greater financial, technical, and other resources.

Any one of these competitive pressures in our market, or our failure to compete effectively, may result in price reductions; fewer customers; reduced revenue, gross profit, and gross margin; increased net losses; and loss of market share. Any failure to meet and address these factors would harm our business, results of operations, and financial condition. Moreover, large customers may demand greater price concessions or other more favorable terms.

***We track certain key business metrics, which are subject to inherent challenges in measurement, and real or perceived inaccuracies in such metrics may harm our reputation and materially adversely affect our stock price, business, results of operations, and financial condition.***

We track certain key business metrics that may differ from estimates or similar metrics published by third parties due to differences in sources, methodologies, or the assumptions on which we rely. Our internal systems and tools are subject to a number of limitations, and our methodologies for tracking these metrics may change over time, which could result in unexpected changes to our metrics, including the metrics we publicly disclose. For example, our designations of customers as "small- and mid-sized businesses," "mid-market," or "enterprise" are based on third-party reporting which may be inaccurate. In addition, our estimates of number of total customers may be impacted by mergers or acquisitions of such customers or such customers purchasing our products via resellers. If the internal systems and tools we use to track these metrics undercount or overcount performance or contain algorithmic or other technical errors, the data we report may not be accurate. While these numbers are based on what we believe to be reasonable estimates of our metrics for the applicable period of measurement, there are inherent challenges in measuring how our products are used across large populations globally.

Limitations or errors with respect to how we measure data or with respect to the data that we measure may affect our understanding of certain details of our business, which could affect our long-term strategies. If our key business metrics are not accurate representations of our business, if we discover material inaccuracies with respect to these figures, or if investors perceive there to be inaccuracies, our stock price could decline. In addition, we are currently, and may in the future be, subject to stockholder litigation, which may significantly harm our reputation, and could materially adversely affect our business, results of operations, and financial condition.

***We believe our long-term value as a company will be greater if we focus on growth, which may negatively impact our profitability.***

A significant part of our business strategy and culture is to focus on long-term growth and customer success over short-term financial results. For example, in the year ended December 31, 2024, we increased our operating expenses to \$745.7 million as compared to \$663.2 million for the year ended December 31, 2023, while continuing to generate a net loss of \$95.4 million in the year ended December 31, 2024. We expect that we will continue to operate at a loss, and our profitability may be lower than it would be if our strategy were to maximize near-term profitability. If we are ultimately unable to achieve or

improve profitability at the level or during the time frame anticipated by securities or industry analysts and our stockholders, the trading price of our Class A common stock may decline.

***We recognize revenue from subscriptions over the term of our customer contracts. Consequently, downturns or upturns in new sales may not be immediately reflected in our operating results and may be difficult to discern.***

We generally recognize subscription revenue from customers ratably over the terms of their contracts, and a majority of our revenue is derived from subscriptions that have terms longer than one month. As a result, a portion of the revenue we report each quarter is derived from the recognition of deferred revenue relating to subscriptions entered into during previous quarters. Consequently, a decline in new or renewed subscriptions with terms that are longer than one month in any single quarter may have a small impact on our revenue for that quarter. However, such a decline will negatively affect our revenue in future quarters. Accordingly, the effect of significant downturns in sales and market acceptance of our products, and potential changes in our pricing policies or rate of expansion or retention, may not be fully reflected in our results of operations until future periods. We may also be unable to reduce our operating expenses in a timely fashion if our revenues were to significantly decline. In addition, because we believe a substantial percentage of subscriptions to our products are shorter than many comparable SaaS companies and because we have many variations of billing cycles, our remaining performance obligations may be a less meaningful indicator of our future financial results as compared to other SaaS companies. A significant portion of our costs are expensed as incurred, while revenue from subscriptions is recognized over the life of the agreement with the applicable customer.

***Failure to effectively develop and expand our direct sales capabilities would harm our ability to expand usage of our products within our customer base and achieve broader market acceptance of our products.***

Our ability to expand usage of our products within our customer base and achieve broader market acceptance among organizations depends to an extent on our ability to expand our sales operations successfully, particularly our direct sales efforts targeted at broadening use of our products across departments and entire organizations. We plan to continue expanding our direct sales force, both domestically and internationally, to expand use of our products within our customer base and reach larger organizations. This expansion will require us to continue to invest significant financial and other resources to grow and train our direct sales force. Our business, results of operations, and financial condition will be harmed if these efforts do not generate a corresponding increase in revenue. We may not achieve anticipated revenue growth from expanding our direct sales force if we are unable to hire and develop talented direct sales personnel, if our new direct sales personnel are unable to achieve desired productivity levels in a reasonable period of time, or if we are unable to retain our existing direct sales personnel. We believe that there is significant competition for sales personnel with the skills and technical knowledge that we require. Our ability to achieve revenue growth will depend, in large part, on our success in recruiting, training, and retaining a sufficient number of sales personnel to support our growth.

***If we are unable to develop and maintain successful relationships with channel partners, our business, operating results, and financial condition could be adversely affected.***

Our product-led sales growth has primarily depended on word-of-mouth, online marketing, and our direct sales force to sell subscriptions to our products. However, we believe that continued growth in our business is dependent upon identifying, developing, and maintaining strategic relationships with channel partners that can drive substantial additional revenue. While we have developed relationships with over 500 channel partners, our agreements with our existing channel partners are non-exclusive, so our channel partners may offer customers the products of several different companies, including products that compete with ours. They may also cease marketing our products with limited or no notice and without penalty. We expect that any additional channel partners we identify and develop will be similarly non-exclusive and not bound by any requirement to continue to market our products. If we fail to identify additional channel partners in a timely and cost-effective manner, or at all, or are unable to assist our current and future channel partners in independently selling and deploying our products, our business, results of operations, and financial condition could be adversely affected. If our channel partners do not effectively market and sell our products, or fail to meet the needs of our customers, our reputation and ability to grow our business may also be adversely affected.

***The failure to attract and retain additional qualified personnel could harm our business and prevent us from executing our business strategy and growth plans, and the steps we took recently to realign our workforce to our focused priorities may not have the expected benefits or may exacerbate these difficulties.***

Our success depends largely upon the continued services and performance of our senior management and other key personnel. From time to time, there have been and, may in the future be, changes in our senior management team resulting from the hiring or departure of executives and key employees, which could disrupt our business. Our senior management and key employees are employed on an at-will basis. We currently do not have “key person” insurance on any of our employees. The

loss of key personnel may cause disruptions in, and harm to, our operations and have an adverse effect on our ability to grow our business and our results of operations and financial condition.

In addition, to execute our business model, we must attract and retain highly qualified personnel. Competition for executive officers, software engineers and product managers (particularly with AI and machine learning backgrounds), sales personnel, and other key personnel in our industry is intense in the locations in which we operate. As we become a more mature company, we may find our recruiting efforts more challenging. The incentives to attract, retain, and motivate employees provided by our equity awards, or by other compensation arrangements, may not be as effective as in the past.

Many of the companies with which we compete for experienced personnel have greater resources than we have. Our recruiting efforts may also be limited by laws and regulations, such as restrictive immigration laws, and restrictions on travel or availability of visas. Furthermore, any actual or perceived decline in the value of our equity awards as a result of volatility in our stock price could harm our hiring and retention efforts. If we do not succeed in attracting highly qualified personnel or retaining or motivating existing personnel, we may be unable to support our continued growth.

We believe that a critical component of our success has been our culture. We have invested substantial time and resources in building out our team with an emphasis on shared values and a commitment to diversity and inclusion. As we continue to develop the infrastructure to support our growth, we will need to maintain our culture among a larger number of employees dispersed across the globe. Any failure to preserve our culture could negatively affect our future success, including our ability to retain and recruit personnel.

On November 5, 2024, we committed to a plan intended to realign our workforce to our focused priorities that resulted in a 13% reduction in force. In connection with the reduction in force, we incurred a charge of approximately \$9.7 million in the three months ended December 31, 2024. We may fail to achieve the expected benefits of this workforce realignment. Moreover, public reports of the reduction in force could exacerbate recruiting challenges, harm our reputation and negatively impact our culture, which could negatively affect our future success.

***If our information technology, systems, or those of third parties upon which we rely, or our data are or were to be compromised, we could experience adverse consequences resulting from such compromise, including but not limited to regulatory investigations or actions, litigation, fines and penalties, disruptions of our business operations, reputational harm, loss of revenue or profits, loss of customers or sales, and other adverse consequences.***

In the ordinary course of business, we and the third parties upon which we rely collect, receive, access, store, process, generate, use, transfer, disclose, share, make accessible, protect, secure, and dispose of (collectively, Process or Processing) a large amount of information from our users, customers, and our own employees, including personal information and other sensitive and confidential information including proprietary and confidential business data, trade secrets, intellectual property, sensitive third-party data, business plans, transactions, and financial information (collectively, Sensitive Information). As a result, we and the third parties upon which we rely face a variety of evolving threats that could cause security incidents. Cyber-attacks, malicious internet-based activity, online and offline fraud, and other similar activities threaten the confidentiality, integrity, and availability of our sensitive data and information technology systems, and those of the third parties upon which we rely. Such threats are prevalent and continue to rise, are increasingly difficult to detect, and come from a variety of sources, including traditional computer “hackers,” threat actors, “hacktivists,” organized criminal threat actors, personnel (such as through theft or misuse), sophisticated nation states, and nation-state-supported actors. Some actors now engage and are expected to continue to engage in cyber-attacks, including without limitation nation-state actors for geopolitical reasons and in conjunction with military conflicts and defense activities. During times of war and other major conflicts, we, the third parties with whom we work, and our customers may be vulnerable to a heightened risk of these attacks, including retaliatory cyber-attacks, that could materially disrupt our systems and operations, supply chain, and ability to produce, sell and distribute our goods and services.

We and the third parties upon which we rely are susceptible to a variety of evolving threats, including, but not limited to, damage, disruptions, or shutdowns, software or hardware vulnerabilities, security incidents, server malfunctions, software bugs, ransomware attacks, social engineering attacks (including through deep fakes, which may be increasingly more difficult to identify as fake, and phishing attacks), supply-chain attacks, failures during the process of upgrading or replacing software, databases, or components, power outages, fires, natural disasters, hardware failures, malicious code (such as viruses, worms, spyware), malware (including as a result of advanced persistent threat intrusions), denial-of-service attacks, credential harvesting or stuffing, attacks by computer hackers, personnel misconduct or error, telecommunication failures, attacks enhanced or facilitated by AI, user errors (including non-employees who may have authorized access to our networks), user malfeasance, catastrophic events, or other similar threats. Some actors now engage and are expected to continue to engage in cyber-attacks, including without limitation nation-state actors for geopolitical reasons and in conjunction with military conflicts and defense activities. During times of war and other major geopolitical conflicts, we and the third parties upon which we rely



may be vulnerable to a heightened risk of these attacks, including retaliatory cyber-attacks, that could materially disrupt our systems and operations, supply chain, and ability to produce, sell and distribute our services. While we have implemented security measures, technical controls, and contractual precautions designed to identify, detect, and prevent unauthorized Processing of Sensitive Information, our security measures, as well as those of our third-party service providers, could fail or may be insufficient, resulting in the unauthorized access to or the disclosure, modification, misuse, unavailability, destruction, or loss of our or our customers' data or other Sensitive Information.

Ransomware attacks, in particular, are becoming increasingly prevalent and severe, and can lead to significant interruptions in operations, loss of Sensitive Information and income, reputational harm, and diversion of funds. Extortion payments may alleviate the negative impact of a ransomware attack, but we may be unwilling or unable to make such payments, for example, due to applicable laws or regulations prohibiting such payments.

Similarly, our reliance on third-party service providers could introduce new cybersecurity risks and vulnerabilities, including supply-chain attacks, and other threats to our business operations. We rely on third-party service providers and technologies to operate critical business systems to process sensitive data in a variety of contexts, including, without limitation, cloud-based infrastructure, data center facilities, encryption and authentication technology, employee email, content delivery to customers, and other functions. We also rely on third-party service providers to provide other products, services, parts, or otherwise to operate our business. Our ability to monitor these third parties' information security practices is limited, and these third parties may not have adequate information security measures in place. If our third-party service providers experience a security incident or other interruption, we could experience adverse consequences. While we may be entitled to damages if our third-party service providers fail to satisfy their privacy or security-related obligations to us, any award may be insufficient to cover our damages, or we may be unable to recover such award. In addition, supply-chain attacks have increased in frequency and severity, and we cannot guarantee that third parties' infrastructure in our supply chain or our third-party partners' supply chains have not been compromised.

Remote work has increased risks to our information technology systems and data, as more of our employees utilize network connections, computers, and devices outside our premises or network, including working at home, while in transit and in public locations.

Additionally, future or past business transactions (such as acquisitions or integrations) could expose us to additional cybersecurity risks and vulnerabilities, as our systems could be negatively affected by vulnerabilities present in acquired or integrated entities' systems and technologies. Furthermore, we may discover security issues that were not found during due diligence of such acquired or integrated entities, and it may be difficult to integrate companies into our information technology environment and security program.

Despite our efforts to maintain the security, privacy, integrity, confidentiality, availability, and authenticity of our Processing, information, and IT networks and systems, we or our third-party vendors have not in the past and may not in the future be able to anticipate or implement effective preventive and remedial measures against all data security and privacy threats. No security solution, strategy, or measures can address all possible security threats or block all methods of penetrating a network or otherwise perpetrating a security incident. For example, we and our third-party providers have been in the past and may in the future be compromised by threats like those described above, and result in unauthorized, unlawful, or accidental Processing of our information, or vulnerabilities in the products or systems upon which we rely. The risk of unauthorized circumvention of our security measures or those of our third-party providers, customers, and partners has been heightened by advances in computer and software capabilities and the increasing sophistication of hackers who employ complex techniques. Because the techniques used by hackers change frequently, we may be unable to anticipate these techniques or implement adequate preventive measures to protect against them. Our applications, systems, networks, software, and physical facilities could have material vulnerabilities, be breached, or personal or confidential information could be otherwise compromised due to employee error or malfeasance, if, for example, third parties attempt to fraudulently induce our personnel or our customers to disclose information or usernames and/or passwords, or otherwise compromise the security of our networks, systems, and/or physical facilities. Third parties may also exploit vulnerabilities in, or obtain unauthorized access to, platforms, software, applications, systems, networks, Sensitive Information, and/or physical facilities utilized by our vendors.

Additionally, although we have implemented security measures designed to protect against security incidents, there can be no assurance that these measures will be effective. We take steps designed to detect, mitigate, and remediate vulnerabilities in our information systems (such as our hardware and/or software, including that of third parties upon which we rely). Additionally, certain data privacy and security obligations may require us to implement and maintain specific security measures or industry-standard or reasonable security measures to protect our information technology systems and sensitive information. We may not, however, detect and remediate all such vulnerabilities including on a timely basis. Further, we may experience delays in developing and deploying remedial measures designed to address any such identified vulnerabilities. Vulnerabilities could be exploited and result in a security incident.

Any of the previously identified or similar threats could cause a security incident or other interruption that could result in unauthorized, unlawful, or accidental acquisition, modification, destruction, loss, alteration, encryption, disclosure of, or access to our sensitive information or our information technology systems, or those of the third parties with whom we work. Following a breach of security or other incident, we cannot guarantee that recovery protocols and backup systems will be sufficient to prevent data loss or ensure that we are able to recover promptly any data rendered inaccessible. Applicable data privacy and security obligations may require us, or we may voluntarily choose, to notify relevant stakeholders, including affected individuals, customers, regulators, and investors, of security incidents, or to take other actions, such as providing credit monitoring and identity theft protection services. Such disclosures and related actions can be costly, and the disclosure or the failure to comply with such applicable requirements could lead to adverse consequences.

If we (or a third party with whom we work) experience a security incident or are perceived to have experienced a security incident, we may experience material adverse consequences, such as government enforcement actions (for example, investigations, fines, penalties, audits, and inspections); additional reporting requirements and/or oversight; restrictions on processing sensitive information (including personal data); litigation (including class claims); indemnification obligations; negative publicity; reputational harm; monetary fund diversions; diversion of management attention; interruptions in our operations (including availability of data); financial loss; and other similar harms. Security incidents and attendant material consequences may prevent or cause customers to stop using our services, deter new customers from using our services, and negatively impact our ability to grow and operate our business.

While we may be entitled to damages if our third-party service providers fail to satisfy their privacy or security-related obligations to us, any award may be insufficient to cover our damages, or we may be unable to recover such award. We continue to devote significant resources to protect against security breaches or other incidents, and we may need to devote significant resources in the future to address problems caused by breaches, including notifying affected individuals, regulators, investors, customers, or other relevant stakeholders of security incidents, and responding to any resulting litigation, which in turn, diverts resources from the growth and expansion of our business.

Actual or suspected security breaches, including a breach of the systems or networks of our third-party providers, could compromise our systems or networks, creating system outages, disruptions or slowdowns and exploiting security vulnerabilities of our networks. In addition, the information stored on our network, or the networks of our third-party providers could be accessed, publicly disclosed, altered, lost or stolen, which could subject us to liability and cause us financial harm. A breach of the security measures of one of our third-party providers could result in the destruction, modification or exfiltration of confidential corporate information or other data that may provide additional avenues of attack. Breaches or perceived breaches of our systems or networks or the systems or networks of our third-party providers, whether or not any such breach is due to a vulnerability in our platform, may also undermine confidence in us or our industry and result in damage to our reputation, negative publicity, loss of users, partners and sales, increased remediation costs, and costly litigation or regulatory fines.

The costs to respond to a security breach and/or to mitigate any security vulnerabilities that may be identified could be significant, our efforts to address these problems may not be successful, and these problems could result in unexpected interruptions, delays, cessation of service, and other harm to our business and our competitive position. We could be required to fundamentally change our business activities and practices in response to a security breach or incident, or related regulatory actions or litigation, which could have an adverse effect on our business. We may not have adequate insurance coverage for security incidents or breaches, including fines, judgments, settlements, penalties, costs, attorney fees, and other impacts that arise out of incidents or breaches. If the impacts of a security incident or breach, or the successful assertion of one or more large claims against us exceeds our available insurance coverage, or results in changes to our insurance policies (including premium increases or the imposition of large deductible or co-insurance requirements), it could have an adverse effect on our business. In addition, we cannot be sure that our existing insurance coverage, cyber coverage, and coverage for errors and omissions will continue to be available on acceptable terms or that our insurers will not deny coverage as to all or part of any future claim or loss (including, for example, as a result of the payment of ransomware) or that our insurance premiums will not increase as a result of any claims. Our risks are likely to increase as we continue to expand, grow our customer base, and Process increasingly large amounts of Sensitive Information.

Additionally, policing unauthorized use of our know-how, technology and intellectual property is difficult and may not be effective. Despite our precautions, it may be possible for unauthorized third parties to copy our platform or technology and use information that we regard as proprietary to create products or services that compete with our offerings. Some of the provisions of our agreements that protect us against unauthorized use, copying, transfer and disclosure of our platform may be unenforceable under the laws of certain jurisdictions and foreign countries. Further, these agreements do not prevent our competitors from independently developing technologies that are substantially equivalent or superior to ours. We cannot guarantee that others will not independently develop technology with the same or similar functions to any proprietary technology we rely on to conduct our business and differentiate ourselves from our competitors. Unauthorized parties may also



attempt to copy or obtain and use our technology to develop applications with the same functionality as our solutions. Any unauthorized disclosure or use of our trade secrets or other confidential proprietary information could make it more expensive to do business, thereby harming our operating results.

In addition to experiencing a security incident, third parties may gather, collect, or infer Sensitive Information about us from public sources, data brokers, or other means that reveals competitively sensitive details about our organization and could be used to undermine our competitive advantage or market position.

Additionally, our Sensitive Information or our customers' Sensitive Information could be leaked, disclosed, or revealed as a result of or in connection with our employees', personnel's, or vendors' use of generative AI technologies. Some generative AI tools may be offered under terms that do not protect the confidentiality of the prompts or inputs that users submit to such tools, and even if the terms do include confidentiality protections, the vendors of these generative AI tools may fail to comply with their contractual obligations regarding the confidentiality or security of any data or other inputs provided to such vendor, or outputs generated by their generative AI tools. Additionally, the providers of generative AI tools could use inputs to further train the third parties' AI and machine learning (AI/ML) model. Not all providers offer an option to opt-out of such usage, and, even where we do opt-out, we cannot guarantee that the opt-out will be fully effective. Additionally, where an AI/ML model ingests personal information and makes connections using such data, those technologies may reveal other personal or Sensitive Information generated by the model. Although we have guidelines with respect to our employees' use of generative AI tools that encourage the review of certain use cases at the executive level, we do not have processes in place to track and evaluate our employees', personnel' and vendors' use of generative AI tools and cannot guarantee that all uses will be in accordance with our guidelines. Accordingly, these risks could be particularly difficult to eliminate or manage, and, if not addressed, could have a material adverse effect on our business, results of operations, financial condition, and future prospects.

***If we fail to manage our technical operations infrastructure, or experience service outages, interruptions, or delays in the deployment of our products, our results of operations may be harmed.***

We have in the past and may in the future experience system slowdowns and interruptions from time to time. In addition, continued growth in our customer base could place additional demands on our products and could cause or exacerbate slowdowns or interrupt the availability of our products. If there is a substantial increase in the volume of usage of our products, we will be required to further expand and upgrade our technology and infrastructure. There can be no assurance that we will be able to accurately project the rate or timing of increases, if any, in the use of our products or expand and upgrade our systems and infrastructure to accommodate such increases on a timely basis. In such cases, if our users are not able to access our products or encounter slowdowns when doing so, we may lose customers or partners. Some of our subscriptions include standard service-level commitments. If we are unable to meet the stated service-level commitments, including failing to meet the uptime and delivery requirements under our customer subscription agreements, we may be obligated to provide these customers with service credits which could significantly affect our revenue in the periods in which the uptime or delivery failure occurs and the credits are applied. Additionally, we could also face subscription terminations, which could significantly affect both our current and future revenue. Any service-level failures could also damage our reputation, which could also adversely affect our business and results of operations. Our disaster recovery plan may not be sufficient to address all aspects or any unanticipated consequence or incidents, and our insurance may not be sufficient to compensate us for the losses that could occur.

Moreover, Amazon Web Services (AWS) provides the vast majority of our cloud computing infrastructure that we use to host our products, mobile applications, and many of the internal tools we use to operate our business. We have a long-term commitment with AWS pursuant to a commercial agreement, and our products, mobile applications, and internal tools use computing, storage capabilities, bandwidth, and other services provided by AWS. Any significant disruption of, limitation of our access to, or other interference with our use of AWS would negatively affect our operations and could seriously harm our business. In addition, any transition of the cloud services currently provided by AWS to another cloud services provider would require significant time and expense and could disrupt or degrade delivery of our products. Our business relies on the availability of our products for our users and customers, and we may lose users or customers if they are not able to access our products or encounter difficulties in doing so. The level of service provided by AWS could affect the availability or speed of our products, which may also impact the usage of, and our customers' satisfaction with, our products and could seriously harm our business and reputation. If AWS increases pricing terms, terminates or seeks to terminate our contractual relationship, establishes more favorable relationships with our competitors, or changes or interprets its terms of service or policies in a manner that is unfavorable with respect to us, our business, results of operations, and financial condition would be harmed.

In addition, we rely on hardware and infrastructure purchased or leased from third parties and software and SaaS products licensed from third parties to operate critical business functions. Our business would be disrupted if any of this third-party hardware, software, and infrastructure becomes unavailable on commercially reasonable terms, or at all. Furthermore, delays or complications with respect to the transition of critical business functions from one third-party product to another, or any errors

or defects in third-party hardware, software, or infrastructure could result in errors or a failure of our products, which could harm our business and results of operations.

***If we are unable to ensure that our products interoperate with a variety of software applications that are developed by others, including our integration partners, we may become less competitive and our business, results of operations, and financial condition may be harmed.***

Our products integrate with a variety of hardware and software platforms and SaaS products and technologies, and we need to continuously modify and enhance our products to adapt to changes in hardware, software, and browser technologies. In particular, we have developed our products to be able to easily integrate with third-party applications, including the applications of software providers (some of which compete with us) as well as our partners, through the interaction of APIs. In general, we rely on the providers of such software systems to allow us access to their APIs to enable these integrations. We are typically subject to standard terms and conditions of such providers, which govern the distribution, operation, and fees of such software systems, and which are subject to change by such providers from time to time. Our business will be harmed if any key provider of such software systems:

- discontinues or limits our access to its software or APIs;
- modifies its terms of service or other policies, including fees charged to, or other restrictions on, us or other application developers;
- changes how information is accessed by us or our customers;
- establishes more favorable relationships with one or more of our competitors; or
- develops or otherwise favors its own competitive offerings over our products.

Third-party services and products are constantly evolving, and we may not be able to modify our products to assure their compatibility with that of all other third parties. In addition, some of our competitors may be able to disrupt the operations or compatibility of our products with their products or services, or exert strong business influence on our ability to, and terms on which we, operate our products. Should any of our competitors modify their products or standards in a manner that degrades the functionality of our products or gives preferential treatment to competitive products or services, whether to enhance their competitive position or for any other reason, the interoperability of our products with these products could decrease. If we are not permitted or able to integrate with these and other third-party applications in the future, our business, results of operations, and financial condition would be harmed.

Further, certain of our products include a mobile application to enable users to access our products through their mobile devices. If our mobile applications do not perform well, our business will suffer. In addition, our products interoperate with servers, mobile devices, and software applications predominantly through the use of protocols, many of which are created and maintained by third parties. We, therefore, depend on the interoperability of our products with such third-party services, mobile devices, and mobile operating systems, as well as cloud-enabled hardware, software, networking, browsers, database technologies, and protocols that we do not control. The loss of interoperability, whether due to actions of third parties or otherwise, and any changes in technologies that degrade the functionality of our products or give preferential treatment to competitive services could adversely affect adoption and usage of our products. Also, we may not be successful in developing or maintaining relationships with key participants in the mobile industry or in ensuring that we operate effectively with a range of operating systems, networks, devices, browsers, protocols, and standards. If we are unable to effectively anticipate and manage these risks, or if it is difficult for customers to access and use our products, our business, results of operations, and financial condition may be harmed.

***We rely on traditional web search engines to direct traffic to our website. If our website fails to rank prominently in unpaid search results, traffic to our website could decline and our business would be adversely affected.***

Our success depends in part on our ability to attract users through unpaid internet search results on traditional web search engines such as Google. The number of users we attract to our website from search engines is due in large part to how and where our website ranks in unpaid search results. These rankings can be affected by a number of factors, many of which are not in our direct control, and they may change frequently. For example, a search engine may change its ranking algorithms, methodologies, or design layouts. As a result, links to our website may not be prominent enough to drive traffic to our website, and we may not know how or otherwise be in a position to influence the results. Any reduction in the number of users directed to our website could reduce our revenue or require us to increase our sales and marketing expenditures.

***We rely on third parties maintaining open digital marketplaces to distribute our mobile applications for our Freshservice, Freshdesk, Freshchat, Freshcaller, and Freshsales products. If such third parties interfere with the distribution of our mobile applications, our business would be adversely affected.***

We rely on third parties maintaining open digital marketplaces, including the Apple App Store and Google Play, which make our mobile applications for our Freshservice, Freshdesk, Freshchat, Freshcaller, and Freshsales products available for download. We cannot assure you that the marketplaces through which we distribute these mobile applications will maintain their current structures or that such marketplaces will not charge us fees to list our application for download. We are also dependent on these third-party marketplaces to enable us and our users to timely update these mobile applications, and to incorporate new features, integrations, and capabilities.

In addition, Apple and Google, among others, for competitive or other reasons, could stop allowing or supporting access to our mobile applications through their products, could allow access for us only at an unsustainable cost, or could make changes to the terms of access in order to make our mobile applications less desirable or harder to access. Furthermore, the promulgation of new laws or regulations in the European Union (EU) and the United Kingdom (UK), such as the EU Digital Markets Act (DMA), EU Digital Services Act (DSA), and the UK Online Safety Act (OSA) that restrict or otherwise unfavorably impact the marketplaces through which we distribute our products could require us to change certain aspects of our business and operations. In addition, our products are enabled to allow our customers to use multiple communication methods with their consumers, including email, web widget, WhatsApp, SMS, and iMessage among others. To comply with the DMA, third parties may increase the cost of or otherwise limit our ability to integrate our products with certain communication methods.

***Real or perceived errors, failures, vulnerabilities, or bugs in our products would harm our business, results of operations, and financial condition.***

The software technology underlying and integrating with our products is inherently complex and may contain material defects or errors. Errors, failures, vulnerabilities, or bugs have in the past, and may in the future, occur in our products, especially when updates are deployed or new features, integrations, or capabilities are rolled out. Any such errors, failures, vulnerabilities, or bugs may not be found until after new features, integrations, or capabilities have been released. Furthermore, we will need to ensure that our products can scale to meet the evolving needs of customers, particularly as we increase our focus on larger teams and organizations. Real or perceived errors, failures, vulnerabilities, or bugs in our products could result in an interruption in the availability of our products, negative publicity, unfavorable user experience, loss or leaking of personal information and data of organizations, loss of or delay in market acceptance of our products, loss of competitive position, regulatory fines, or claims by organizations for losses sustained by them, all of which would harm our business, results of operations, and financial condition.

***If we experience excessive fraudulent activity, we could incur substantial costs and lose the right to accept credit cards for payment, which could cause our customer base to decline significantly.***

We currently accept payments using a variety of methods, including credit card and debit card, and a large number of our customers authorize us to bill their credit card accounts through our third-party payment processing partners for subscriptions to our products. We are subject to regulations and compliance requirements, such as the payment card association operating rules and certification requirements, including the Payment Card Industry Data Security Standard (PCI-DSS) and rules governing electronic funds transfers, which could change or be reinterpreted to make it difficult or impossible for us to comply. If we (or a third-party processing payment card transactions on our behalf) suffer a security breach affecting payment card information, we may have to pay significant fines, penalties, and assessments arising out of the major card brands' rules and regulations, contractual indemnifications, or liability contained in merchant agreements and similar contracts, and we may lose our ability to accept payment cards for payment for our goods and services, which could materially impact our operations and financial performance.

If customers pay for their subscription plans with stolen credit cards, we could incur substantial third-party vendor costs for which we may not be reimbursed or able to recover. Further, our customers provide us with credit card billing information online, and we do not review the physical credit cards used in these transactions, which increases our risk of exposure to fraudulent activity. We also incur chargebacks from the credit card companies for claims that the customer did not authorize the credit card transaction for subscription plans, something that we have experienced in the past. If the number of claims of unauthorized credit card transactions becomes excessive, we could be assessed substantial fines for excess chargebacks, and we could lose the right to accept credit cards for payment. In addition, credit card issuers may change merchant standards, including data protection and documentation standards, required to utilize their services from time to time. Our third-party payment processing partners must also maintain compliance with current and future merchant standards to accept credit cards as payment for our paid subscription plans. Substantial losses due to fraud or our inability to accept credit card payments would cause our customer base to significantly decrease and would harm our business.

***We employ a pricing model that subjects us to various challenges that could make it difficult for us to derive sufficient value from our customers particularly because we do not have the history with our subscription or pricing models that we need to accurately predict optimal pricing necessary to attract and retain customers.***

We generally charge our customers for their use of our products based on the number of users they enable as “agents” under their customer account, as well as the features and functionality enabled. The features and functionality we provide within our solutions enable our customers to promote customer self-service and otherwise efficiently and cost-effectively address product support requests without the need for substantial human interaction. As a result of these features, customer agent staffing requirements may be minimized, and our revenue may be adversely affected. Conversely, customers may overestimate their agent needs when they initially use our solutions, negatively affecting our ability to accurately forecast the number of agents our customers need in forward periods. We generally also require a separate subscription to enable the functionality of each of our products. We are continuing to analyze and improve our pricing and packaging models as we adapt to a changing market, but we do not know whether our current or potential customers or the market in general will accept changes to those models, and if it fails to gain acceptance, our business and results of operations could be harmed.

If we fail to find an optimal pricing strategy for our products, our business and results of operations may be harmed. If customers do not accept our new purchase plans, we may increasingly have difficulty in attracting new customers, as well as our ability to retain existing customers to the extent we apply new pricing models to existing customer subscriptions. Our pricing model may impact our customer’s pricing decisions and adoption of our subscription plans and negatively impact our overall revenue. In the future we may be required to reduce our prices or develop new pricing models, which could adversely affect our revenue, gross margin, profitability, financial position, and cash flow.

Finally, as the market for our products matures, or as new competitors introduce new products or services that compete with ours, we may be unable to attract new customers at the same price or based on the same pricing models as we have used historically.

***We face exposure to foreign currency exchange rate fluctuations.***

While we have historically transacted in U.S. dollars with our customers and vendors, we have transacted in some foreign currencies with such parties and for our payroll in those foreign jurisdictions where we have operations, and expect to continue to transact in more foreign currencies in the future. We actively manage the exposure of our foreign currency risk pursuant to our foreign currency risk management policy, however these efforts may not be successful.

Fluctuations in the value of foreign currencies relative to the U.S. dollar, have in the past and may in the future continue to adversely affect our revenue, operating expenses and results of operations due to transactional and translational remeasurement that is reflected in our earnings. Specifically, our results of operations and cash flows are subject to currency fluctuations primarily in the Indian rupee, British pound and euro against the U.S. dollar. These exposures may change over time as business practices evolve, economic and political conditions change and evolving tax regulations come into effect. Also, fluctuations in the values of foreign currencies relative to the U.S. dollar could make it more difficult to detect underlying trends in our business and results of operations. Additionally, global events as well as geopolitical developments, such as the conflict between Russia and Ukraine and the evolving events in Israel and Gaza, fluctuating commodity prices, trade tariff developments and inflation have caused, and may in the future cause, global economic uncertainty and uncertainty about the interest rate environment, which could amplify the volatility of currency fluctuations. Beginning in 2023, we entered into foreign exchange forward contracts to hedge a portion of our forecasted foreign currency expenses denominated in Indian rupee. Our hedging program is designed to reduce, but does not eliminate, the risk that our earnings and cash flows may be adversely affected by changes in exchange rates. We may enter into other hedging transactions in the future if our exposure to foreign currency becomes more significant.

***We derive, and expect to continue to derive, substantially all of our revenue from a limited number of products.***

We derive, and expect to continue to derive, substantially all of our revenue from our Freshservice and Freshdesk products. As such, the continued growth in market demand for and market acceptance of these products is critical to our continued success. Demand for our products is affected by a number of factors, some of which are beyond our control, such as the rate of adoption of our products within an organization, the timing of development and release of new products by our competitors; the development and acceptance of new features, integrations, and capabilities for our products; price, product, and service changes by us or our competitors; technological changes and developments within the markets we serve; growth, contraction, and rapid evolution of our market; and general economic conditions and trends. If we are unable to continue to meet the demands of users and customers to keep up with trends in preferences for CX or EX products, or to achieve more widespread market acceptance of our products, our business, results of operations, and financial condition would be harmed. In addition, some current and potential customers, particularly larger organizations, may develop or acquire their own tools or continue to rely on traditional

tools and software for their CX or EX needs, which would reduce or eliminate their demand for our products. If demand for our products declines for any of these or other reasons, our business, results of operations, and financial condition would be adversely affected.

***Our business depends on a strong brand, and if we are not able to maintain and enhance our brand, our ability to expand our base of customers may be impaired, and our business and results of operations will be harmed.***

We believe that the brand identity that we have developed has significantly contributed to the success of our business with our existing customer base. We also believe that maintaining and enhancing the “Freshworks” brand is critical to expanding our customer base and establishing and maintaining relationships with partners. Successful promotion of our brand will depend largely on the effectiveness of our marketing efforts and on our ability to ensure that our products remain high-quality, reliable, and useful at competitive prices, as well as with respect to our free trial version. Maintaining and enhancing our brand may require us to make substantial investments, and these investments may not be successful. If we fail to promote and maintain the “Freshworks” brand, or if we incur excessive expenses in this effort, our business, results of operations, and financial condition would be adversely affected. We anticipate that, as our market becomes increasingly competitive, maintaining and enhancing our brand may become more difficult and expensive.

***If we fail to offer high-quality customer support, our business and reputation will suffer.***

While we have designed our products to be easy to adopt and use, once users and customers begin using our products, they rely on our support services to resolve any related issues. The importance of high-quality customer support will increase as we expand our business and pursue new customers. For instance, if we do not help organizations using our products quickly resolve issues, our reputation with existing or potential customers will be harmed. Further, our sales are highly dependent on our business reputation and on positive recommendations from existing customers using our products. Any failure to maintain high-quality customer support, or a market perception that we do not maintain high-quality customer support, could harm our reputation, our ability to sell our products to existing and prospective customers, and our business, results of operations, and financial condition. Additionally, as we continue to expand, we will need to hire additional support personnel to provide efficient product support globally at scale. Any failure to provide such support could harm our reputation.

***We and the third parties with whom we work are subject to stringent and evolving US and foreign laws, regulations, and rules, contractual obligations, industry standards, policies, and other obligations related to data privacy and security. The actual or perceived failure by us or by the third parties with whom we work to comply with such obligations could lead to regulatory investigations or actions; litigation (including class action claims) and mass arbitration demands; fines and penalties; disruptions of our business operations; reputational harm; loss of revenue or profits; loss of customers or sales; and other adverse business consequences.***

As a regular part of our business, we Process Sensitive Information belonging to our users, customers, suppliers, partners, consultants, leads and employees. Our Processing of such information subjects us to numerous federal, state, local, and foreign laws, orders, codes, regulations, and regulatory guidance regarding privacy, data protection, information security, and the Processing of personal information (collectively, Data Protection Laws), the number and scope of which are changing, subject to differing applications and interpretations, and may be inconsistent among countries, or conflict with other rules, laws, or Data Protection Obligations (defined below).

We are also subject to the terms of our internal and external privacy and security policies, representations, certifications, industry standards, publications, frameworks, contractual requirements, and other obligations to third parties related to privacy, data protection, and information security (collectively, Data Protection Obligations). The requirements or obligations of the regulatory framework for privacy, information security, data protection, and data Processing worldwide is, and is likely to remain, uncertain for the foreseeable future and any significant change in Data Protection Laws or Data Protection Obligations could increase our costs and could require us to modify our products or operations, possibly in a material manner, and may limit our ability to develop new services and features that make use of the data that our users and customers voluntarily share, or may limit our ability to store and Process customer data and operate our business.

In the United States, federal, state, and local governments have enacted numerous Data Protection Laws, including data breach notification laws, personal information privacy laws, consumer protection laws (e.g., Section 5 of the Federal Trade Commission Act), and other similar laws (e.g., wiretapping laws). Numerous U.S. states have enacted comprehensive privacy laws that impose certain obligations on covered businesses, including providing specific disclosures in privacy notices and affording residents with certain rights concerning their personal information. As applicable, such rights may include the right to access, correct, or delete certain personal information, and to opt-out of certain data processing activities, such as targeted advertising, profiling, and automated decision-making. The exercise of these rights may impact our business and ability to provide our products and services. Certain states also impose stricter requirements for processing certain personal information,

including sensitive information, such as conducting data privacy impact assessments. These state laws allow for statutory fines for noncompliance. For example, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (collectively, CCPA) applies to personal information of consumers, business representatives, and employees who are California residents, and requires businesses to provide specific disclosures in privacy notices and honor requests of such individuals to exercise certain privacy rights, such as those noted below. The CCPA provides for fines and allows private litigants affected by certain data breaches to recover significant statutory damages. Similar laws are being considered in several other states, as well as at the federal and local levels, and we expect more states to pass similar laws in the future. These new developments further complicate compliance efforts, and increase legal risk and compliance costs for us and the third parties upon whom we rely.

Additionally, under various Data Protection Laws and other obligations, we may be required to obtain certain consents to Process personal information. For example, some of our Processing practices, including certain of our products or services, may be challenged under wiretapping laws if we obtain consumer information from, or share consumer information with, third parties through various methods including chatbots or third-party marketing pixels. These practices may be subject to increased challenges by class action plaintiffs. Our inability or failure to obtain consent for these practices could result in adverse consequences, including class action litigation and mass arbitration demands.

Outside the United States, an increasing number of Data Protection Laws and Data Protection Obligations may govern privacy, data protection, and information security. For example, the EU General Data Protection Regulation (EU GDPR), the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (UK GDPR), Australia's Privacy Act, and India's new privacy legislation, the Digital Personal Data Protection Act, 2023 (Data Protection Act), impose strict requirements for Processing personal information.

For example, under the GDPR, companies may face temporary or definitive bans on data processing and other corrective actions; significant fines; or private litigation related to processing of personal data brought by classes of data subjects or consumer protection organizations authorized at law to represent their interests. In addition, we may be unable to transfer personal information from the EU, UK, and other jurisdictions to the United States or other countries due to data localization requirements or limitations on cross-border data flows. The EU and other jurisdictions have enacted laws requiring data to be localized or limiting the transfer of personal information to other countries. In particular, the European Economic Area (EEA) and the UK have significantly restricted the transfer of personal information to the United States and other countries whose privacy laws it generally believes are inadequate. Other jurisdictions may adopt or have already adopted similarly stringent data localization and cross-border data transfer laws. Although there are currently various mechanisms that may be used to transfer personal information from the EEA and UK to the United States in compliance with law, such as the EU-U.S. Data Privacy Framework and the UK extension thereto (which allows for transfers to relevant U.S.-based organizations who, like us, self-certify compliance and participate in the Framework), the EEA and UK's standard contractual clauses, and the UK's International Data Transfer Agreement / Addendum, these mechanisms are subject to legal challenges, and there is no assurance that we can satisfy or rely on these measures to lawfully transfer personal information to the United States. If there is no lawful manner for us to transfer personal information from the EEA, the UK, or other jurisdictions to the United States, or if the requirements for a legally-compliant transfer are too onerous, we could face significant adverse consequences, including the interruption or degradation of our operations, the need to relocate part of or all of our business to Processing activities to other jurisdictions (such as Europe) at significant expense, and increased exposure to regulatory actions, substantial fines and penalties, the inability to transfer data and work with partners, vendors and other third parties, and injunctions against our Processing or transferring of personal information necessary to operate our business. Additionally, companies that transfer personal information out of the EEA and UK to other jurisdictions, particularly to the United States, are subject to increased scrutiny from regulators, individual litigants, and activities groups. Some European regulators have ordered certain companies to suspend or permanently cease certain transfers of personal information out of Europe for allegedly violating the EU GDPR's cross-border data transfer limitations. Regulators in the United States such as the Department of Justice are also increasingly scrutinizing certain personal data transfers and have proposed and may enact certain data localization requirements, for example, the Biden Administration's executive order Preventing Access to Americans' Bulk Sensitive Personal Data and United States Government-Related Data by Countries of Concern.

We publish privacy policies, marketing materials, whitepapers, and other statements, such as statements related to compliance with certain certifications or self-regulatory principles, concerning data privacy, security, and artificial intelligence. Regulators in the United States are increasingly scrutinizing these statements, and if these policies, materials or statements are found to be deficient, lacking in transparency, deceptive, unfair, misleading, or misrepresentative of our practices, we may be subject to investigation, enforcement actions by regulators, or other adverse consequences.

In India, the Data Protection Act deals with processing of all personal information in digital form, whether collected digitally or offline and digitalized later for processing. The Data Protection Act requires companies collecting and dealing with



high volumes of personal information and who are notified as significant data fiduciaries, to fulfil certain additional obligations such as appointment of a data protection officer for grievance redressal and an independent data auditor to evaluate compliance with the Data Protection Act. It also provides for the establishment of a Data Protection Board of India for taking remedial actions and imposing penalties for breach of the provisions of the Data Protection Act. It imposes restrictions and obligations on data fiduciaries, resulting from dealing with personal information and further, provides for levy of penalties for breach of obligations prescribed under the Data Protection Act. The provisions of the Data Protection Act shall come into force upon being notified by the Government of India.

The Ministry of Electronics and Information Technology of the Government of India has also released the Draft Digital Personal Data Protection Rules, 2025 (Draft Data Protection Rules) for public consultation. The Draft Data Protection Rules set out minimum technical safeguards that must necessarily be undertaken which, *inter alia*, include: (i) implementation of access control measures; (ii) maintenance and monitoring of logs of personal data access; and (iii) maintenance of back-up data. The Draft Data Protection Rules also provide that any entity processing personal data within India or outside India (in relation to offering goods/services to data principals in India) may only transfer personal data to any country or territory outside India subject to restrictions imposed by the Government of India on making such personal data available to a foreign state or entities or agencies under its control. Additionally, the Draft Data Protection Rules require significant data fiduciaries to undertake measures to ensure that they do not transfer any personal data (and traffic data related to its flow) outside India as may be identified by the Government of India upon recommendations of a committee it constitutes. The provisions of the final rules shall come into force, once released, approved and notified by the Government of India. The implementation of the Data Protection Act and rules could cause a significant financial burden on us and in case of any non-compliances with these, we may be subject to investigation, enforcement actions by regulators, or other adverse consequences.

Our employees and personnel may use generative artificial intelligence technologies to perform their work, and the disclosure and use of personal information in generative AI technologies is subject to various privacy laws and other privacy obligations. Governments have passed and are likely to pass additional laws regulating generative AI. Our use of this technology could result in additional compliance costs, regulatory investigations and actions, and lawsuits. If we are unable to use generative AI, it could make our business less efficient and result in competitive disadvantages.

We use AI, including generative AI, and ML technologies in our products and services. The development and use of AI/ML present various privacy and security risks that may impact our business. AI/ML are subject to Data Protection Laws, as well as increasing regulation and scrutiny. Several jurisdictions around the globe, including the EU and certain US states, have proposed or enacted laws governing AI/ML, for example, the EU's Artificial Intelligence Act. Additionally, certain Data Protection Laws extend rights to consumers (such as the right to delete certain personal information) and regulate automated decision making, which may be incompatible with our use of AI/ML. These obligations may make it harder for us to conduct our business using AI/ML, lead to regulatory fines or penalties, require us to change our business practices, retrain our AI/ML, or prevent or limit our use of AI/ML. For example, the Federal Trade Commission has required other companies to turn over (or disgorge) valuable insights or trainings generated through the use of AI/ML where they allege the company has violated privacy and consumer protection laws. If we cannot use AI/ML or that use is restricted, our business may be less efficient, or we may be at a competitive disadvantage.

We may at times fail (or be perceived to have failed) in our efforts to comply with Data Protection Laws or any of our Data Protection Obligations. Moreover, despite our efforts, our personnel or third parties with whom we work may fail to comply with such obligations, which could negatively impact our business operations. If we or the third parties with whom we work fail, or are perceived to have failed, to address or comply with applicable Data Protection Laws or any of our Data Protection Obligations, we could face significant consequences, including governmental enforcement actions e.g., investigations, fines, penalties, audits, inspections, and similar), litigation (including class-action claims) and mass arbitration demands, claims, or public statements against us, additional reporting requirements and/or oversight; bans or restrictions on processing personal data; orders to destroy or not use personal data; and imprisonment of company officials. If we are unable to develop and offer products or internal processes that meet legal requirements or help our users and customers meet their obligations under the Data Protection Laws, or if we violate or are perceived to violate any Data Protection Laws, we may cause our customers to lose trust in us and experience reduced demand for our products, harm to our reputation, and become subject to investigations, claims, and other remedies, which would expose us to significant fines, penalties, and other damages, all of which would harm our business. Given the breadth and depth of changes in global data protection obligations, compliance has caused us to expend significant resources, and such expenditures are likely to continue into the future as we continue our compliance efforts and respond to new interpretations and enforcement actions. Further, the costs of compliance with, and other burdens imposed by, the laws, regulations, and policies that may be applicable to the businesses of our customers, for example, the EU's Digital Operations Resilience Act, may limit the adoption and use of, and reduce the overall demand for, our products and services.

In particular, plaintiffs have become increasingly more active in bringing privacy-related claims against companies, including class claims and mass arbitration demands. Some of these claims allow for the recovery of statutory damages on a per violation basis, and, if viable, carry the potential for monumental statutory damages, depending on the volume of data and the number of violations.

Any of these events could have a material adverse effect on our reputation, business, or financial condition, including but not limited to: loss of customers; interruptions or stoppages in our business operations; inability to process personal data or to operate in certain jurisdictions; limited ability to develop or commercialize our products; expenditure of time and resources to defend any claim or inquiry; adverse publicity; or substantial changes to our business model or operations, or other remedies that adversely affect our business.

### **Risks Related to International Operations**

*Our international operations and sales to customers outside the United States expose us to risks inherent in international operations and sales.*

We have a significant portion of our operations in India. As of December 31, 2024, approximately 3,700 of our employees reside in India, representing approximately 83% of our total employee population. For the fiscal year ended December 31, 2024, 53% of our revenue was generated from customers outside North America. Besides India and the United States, we have sales and marketing operations primarily in Australia, select countries in the European Union and the United Kingdom. Operating in international markets requires significant resources and management attention and subjects us to regulatory, economic, and political risks that are different from those in the United States. In addition, we will face risks in doing business internationally that could adversely affect our business and results of operations, including:

- data privacy laws that impose different and potentially conflicting obligations with respect to how personal information is Processed or require that customer data be stored in a designated territory;
- difficulties in staffing and managing foreign operations;
- regulatory and other delays and difficulties in setting up and maintaining foreign operations;
- different pricing environments, longer sales cycles, longer accounts receivable payment cycles, and collections issues;
- new and different sources of competition;
- weaker protection for intellectual property and other legal rights than in the United States and practical difficulties in enforcing intellectual property and other rights;
- laws and business practices favoring local competitors;
- compliance challenges related to the complexity of multiple, conflicting, and changing governmental laws and regulations, including employment, tax, privacy, and data protection laws and regulations;
- increased financial accounting and reporting burdens and complexities;
- declines or increases in the values of foreign currencies, primarily the Indian rupee, British pound, and euro, relative to the U.S. dollar;
- restrictions on the transfer of funds;
- potentially adverse tax consequences;
- the cost of and potential outcomes of any claims or litigation;
- future accounting pronouncements and changes in accounting policies;
- changes in tax laws or tax regulations;
- the request to localize and adapt our products for specific countries, including translation into foreign languages and associated expenses;
- public health or similar issues, such as a pandemics or epidemics; and



- regional and local economic and political conditions, including the evolving events in Russia, Ukraine, Israel, Gaza, and/or surrounding regions.

As we continue to expand our business globally, our success will depend, in large part, on our ability to anticipate and effectively manage these risks. These factors and others could harm our ability to increase international revenue and, consequently, would materially impact our business and results of operations. The expansion of our existing international operations and entry into additional international markets will require significant management attention and financial resources. Our failure to successfully manage our international operations and the associated risks effectively could limit the future growth of our business.

In particular, the majority of our software development operations are in India. South Asia has from time to time experienced instances of civil unrest, natural disasters, terrorist attacks and hostilities among neighboring countries. To the extent that such interruptions or unrest affects or involves India, our business may be significantly impacted due to the extent of our operations in India. Further, such activities could disrupt communications, make travel more difficult, and create a greater perception that investments in companies with large operations in India involve a higher degree of risk. This, in turn, could have an adverse effect on the market for our Class A common stock.

In addition, following Russia's military invasion of Ukraine in February 2022, the United States, EU, and other nations announced various sanctions and export restrictions against Russia and Belarus. Such restrictions include blocking sanctions on some of the largest state-owned and private Russian financial institutions, and their removal from the Society for Worldwide Interbank Financial Telecommunication (SWIFT) payment system. The Russia-Ukraine conflict and the measures that have been taken, and could be taken in future, by the United States, NATO, and other countries have created global security concerns that could result in a regional conflict and otherwise have a lasting impact on regional and global economies, any or all of which could adversely affect our business, including preventing us from performing existing contracts, pursuing new business opportunities, or receiving payments for services already provided to customers.

***We are subject to anti-corruption, anti-bribery, and similar laws, and our failure to comply with these laws could subject us to criminal penalties or significant fines and harm our business and reputation.***

We are subject to anti-corruption and anti-bribery and similar laws, such as the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, the USA PATRIOT Act, the UK Bribery Act 2010, the India Prevention of Corruption Act, 1988, and other anti-corruption, anti-bribery, and anti-money laundering laws in countries in which we conduct activities. Anti-corruption and anti-bribery laws have been enforced aggressively in recent years and are interpreted broadly and prohibit companies and their employees and agents from promising, authorizing, making, offering, soliciting, or accepting, directly or indirectly, improper payments or other benefits to or from any person whether in the public or private sector. As we increase our international sales and business further, our risks under these laws may increase especially given our substantial reliance on sales to and through resellers and other intermediaries. Noncompliance with these laws could subject us to investigations, sanctions, settlements, prosecution, other enforcement actions, disgorgement of profits, significant fines, damages, other civil and criminal penalties or injunctions, adverse media coverage, and other consequences. Any investigations, actions, or sanctions could harm our business, results of operations, and financial condition.

***A substantial portion of our business and operations are located in India, and we are subject to regulatory, economic, social, and policy uncertainties in India. Non-compliance with and changes in such laws may adversely affect our business, results of operations, and financial condition.***

A substantial portion of our operations and employees are located in India, including a majority of our software engineering resources. Consequently, our financial performance and the market price of our Class A common stock will be affected by changes in exchange rates and controls, interest rates, changes in labor law, changes in government policies, including taxation policies, and other social and economic developments in or affecting India.

The Government of India and the state governments of India have exercised and continue to exercise significant influence over many aspects of the Indian economy. India has a mixed economy with a large public sector and an extensively regulated private sector. Increased regulation, changes in existing regulations, or significant changes in India's policy of economic liberalization may require us to change our business policies and practices. If we are unable to comply with such regulations on a timely basis, we may be subjected to sanctions, fines, or other regulatory actions. We may not be able to react to such changes promptly or in a cost-effective manner and therefore such changes may increase the cost of providing services to our customers, which would have an adverse effect on our operations and our financial condition and results of operations.

Additionally, wage increases in India may diminish our competitive advantage against companies located in the United States and European Union and may reduce our profit margins. Our wage costs in India have historically been significantly lower than wage costs in the United States and the EU for comparably skilled professionals, and this has been one of our competitive advantages. However, wage increases in India due to legislation or other factors may prevent us from sustaining this competitive advantage and may negatively affect our financial performance. We may need to increase the levels of our employee compensation more rapidly than in the past to retain talent. Unless we are able to continue to increase the efficiency and productivity of our employees over the long term, wage increases may negatively affect our financial performance.

For instance, in September 2020, the Government of India passed new legislation relating to social security and wages called the Code on Social Security, 2020 (the Social Security Code). The provisions of the Social Security Code are yet to be fully effective, and the rules under the Social Security Code have not yet been notified. The Social Security Code, when brought into effect, will impact overall employee expenses which, in turn, could impact our profitability.

Further, the Government of India has notified three other labor codes, namely, the Code on Wages 2019, the Industrial Relations Code 2020, and the Occupational Safety, Health and Working Conditions Code 2020, which are yet to fully come into force, and the rules for these codes have not yet been published. While we are unable to ascertain with certainty the impact, financial or otherwise, due to these changes, it is possible that our wage costs in India may increase as a result of these changes when they become effective.

***We are subject to various export control, import, and trade and economic sanction laws and regulations that could impair our ability to compete in international markets and subject us to liability for noncompliance.***

Our business activities are subject to various export control, import, and trade and economic sanction laws and regulations, including, among others, the U.S. Export Administration Regulations, administered by the Department of Commerce's Bureau of Industry and Security, U.S. Customs regulations, and economic and trade sanctions regulations maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, (collectively, Trade Controls). Trade Controls may prohibit or restrict the sale or supply of certain products and services to certain governments, persons, entities, countries, and territories, including those that are the target of comprehensive sanctions. We incorporate encryption technology into certain of our products, which may subject their export outside of the United States to certain export authorization requirements, including licensing, compliance with license exceptions, or other appropriate government authorization. In addition, various other countries regulate the import and export of certain encryption and other technology, including through import permitting and licensing requirements, and have enacted laws that could limit our ability to distribute our products or could limit the ability of organizations to use our products in those countries.

Although we maintain internal controls reasonably designed to ensure compliance with Trade Controls, our products and services may have in the past been, and could in the future be, provided inadvertently in violation of Trade Controls, despite the precautions we take. Violations of Trade Controls may subject our company, including responsible personnel, to various adverse consequences, including civil or criminal penalties, government investigations, and loss of export privileges. Further, obtaining the necessary authorizations, including any required licenses, for particular transactions or uses of our products may be time-consuming, is not guaranteed, and may result in the delay or loss of sales opportunities. In addition, if our channel partners fail to obtain any required import, export, or re-export licenses or permits, this could result in a violation of law by us, and we may also suffer reputational harm and other negative consequences, including government investigations and penalties.

Finally, changes in our products or future changes in Trade Controls could result in our inability to provide our products to certain customers or decreased use of our products by existing or potential customers with international operations. Any decreased use of our products or mobile applications or increased limitations on our ability to export or sell our products and mobile applications would adversely affect our business, results of operations, and financial condition.

***Changes in laws and regulations related to the internet or changes in the internet infrastructure itself may diminish the demand for our products and could harm our business.***

The future success of our business depends upon the continued use of the internet as a primary medium for commerce, communication, and business applications. Federal, state, or foreign government bodies or agencies have in the past adopted, and may in the future adopt, laws or regulations affecting the use of the internet as a commercial medium. Changes in these laws or regulations could require us to modify our products in order to comply with these changes. In addition, government agencies or private organizations have imposed and may impose additional taxes, fees, or other charges for accessing the internet or commerce conducted via the internet. These laws or charges could limit the growth of internet related commerce or communications generally or result in reductions in the demand for internet-based products such as ours. In addition, the use of the internet as a business tool could be harmed due to delays in the development or adoption of new standards and protocols to handle increased demands of internet activity, security, reliability, cost, ease of use, accessibility, and quality of service. The

performance of the internet and its acceptance as a business tool has been harmed by “viruses,” “worms,” and similar malicious programs and the internet has experienced a variety of outages and other delays as a result of damage to portions of its infrastructure. If the use of the internet is adversely affected by these issues, demand for our products could decline.

***Restrictive changes to immigration laws may hamper our growth.***

The success of our business is dependent on our ability to attract and retain talented and experienced professionals in the jurisdictions in which we operate. Immigration laws in the countries in which we operate are subject to legislative changes, as well as to variations in the standards of application and enforcement due to political forces and economic conditions.

Our business is strengthened by the ability to mobilize employees between India and the United States where we have significant operations. Changes to U.S. immigration laws could make it more difficult to obtain the required work authorizations for our employees. This could in turn have an adverse effect on our operations and the value of our Class A common stock.

***Government regulation on e-commerce and foreign investment, including investment in e-commerce in India, is evolving, and unfavorable changes to, or failure by us to comply with, these evolving regulations could adversely affect our business, financial condition, and results of operations.***

The ownership of Indian companies by non-residents is regulated by the Government of India and the Reserve Bank of India (RBI). Under its consolidated foreign direct investment policy, 2020 (FDI Policy) and India’s Foreign Exchange Management Act, 1999 and the rules and regulations thereunder, particularly the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, each as amended (FEMA), the Government of India has specific requirements with respect to the level of foreign investment permitted in certain business sectors both without (known as the automatic route) and with (known as the approval route) prior regulatory approval, as well as the pricing of such investments, downstream investments by Indian companies owned or controlled by foreign entities, and the transfer of ownership or control of Indian companies in sectors with caps on foreign investment from resident Indian persons or entities to non-residents of India.

Under the FDI Policy, 100% foreign ownership is allowed under the automatic route (i.e., generally without prior regulatory approval) in companies engaged in business to business (B2B) e-commerce activities. Our current business operations and holding structure comply with these foreign investment restrictions and conditions. However, the Government of India has made and may continue to make revisions to the FEMA and the FDI Policy as regards e-commerce in India, including in relation to inventory, pricing, discounting, and permitted services. The Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India is also in the process of legislating a national e-commerce policy, which will address e-commerce regulation and data protection. The timing or impact of this policy, which remains in draft form, is not yet certain. Such changes may require us to make changes to our business in order to comply with Indian law.

The regulatory framework applicable to e-commerce is constantly evolving and remains subject to change by the Government of India and the RBI. Any failure, or perceived failure, by us to comply with any of these evolving laws or regulations could result in proceedings or actions against us by governmental entities or others. Further, any such framework changes, such as the mandate on recurring credit and debit card payments that went into effect on September 30, 2021, may adversely affect our results of operations.

**Risks Related to Intellectual Property**

***We may become subject to intellectual property rights claims and other litigation that are expensive to support, and if resolved adversely, could have a material adverse effect on us.***

We have in the past, and may in the future, become subject to intellectual property or other disputes. Our success depends, in part, on our ability to develop and commercialize our offerings without infringing, misappropriating or otherwise violating the intellectual property rights of third parties. However, we may not be aware that our offerings are infringing, misappropriating, or otherwise violating third-party intellectual property rights. From time to time, our competitors or other third parties have claimed, and may in the future claim, that we are infringing upon, misappropriating, or violating their intellectual property rights, even if we are unaware of the intellectual property rights that such parties may claim cover our products or some or all of the other technologies we use in our business.

In addition, while we maintain a policy prohibiting our employees from using the confidential information of third parties or former employers (without their express permission) in performing their work for us, we cannot guarantee that the policies or processes we have enacted will prevent employees from acting without our knowledge in contravention of such policies. Further, we may have little or no insight into the third party content and materials used to train the third party generative AI tools we use, or the extent of the original works which remain in the outputs, and the use or adoption of AI offerings in our

products and services may expose us to copyright infringement or other intellectual property misappropriation claims related to AI training or output. As a result, we may face claims from third parties claiming infringement of their intellectual property rights, or mandatory compliance with open source software or other license terms, with respect to software, or other materials or content we believed to be available for use, and not subject to license terms or other third party proprietary rights. As we face increasing competition and our public profile increases, the possibility of intellectual property rights claims against us may also increase. The costs of supporting such litigation, regardless of merit, are considerable, and such litigation may divert management and key personnel's attention and resources, which might seriously harm our business, results of operations, and financial condition. We may be required to settle such litigation on terms that are unfavorable to us. For example, a settlement may require us to obtain a license to continue practices found to be in violation of a third party's rights, which may not be available on reasonable terms and may significantly increase our operating expenses. A license to continue such practices may not be available to us at all. As a result, we may also be required to develop alternative non-infringing technology or practices or discontinue the practices. The development of alternative non-infringing technology or practices would require significant effort and expense. Similarly, if any litigation to which we may be a party fails to settle and we go to trial, we may be subject to an unfavorable judgment which may not be reversible upon appeal. For example, the terms of a judgment may require us to cease some or all of our operations or require the payment of substantial amounts to the other party. Any of these events would cause our business and results of operations to be materially and adversely affected as a result.

Moreover, insurance might not cover such claims or disputes, might not provide sufficient payments to cover all the costs to resolve one or more such claims, and might not continue to be available on terms acceptable to us. A claim or dispute brought against us that is uninsured or underinsured could result in unanticipated costs and could have a material adverse effect on our business, results of operations, and financial condition.

We are also frequently required to indemnify our channel partners and customers in the event of any third-party infringement claims against our customers and third parties who offer our products, and such indemnification obligations may be excluded from contractual limitation of liability provisions that limit our exposure. These claims may require us to initiate or defend protracted and costly litigation on behalf of our customers and channel partners, regardless of the merits of these claims. If any of these claims succeed, we may be forced to pay damages on behalf of our customers and channel partners, may be required to modify one or more products to make it non-infringing, or may be required to obtain licenses for the products used. If we cannot obtain all necessary licenses on commercially reasonable terms, our customers may be forced to stop using one or more products, and our channel partners may be forced to stop selling one or more of our products.

***If we are unable to protect our intellectual property rights both in the United States and abroad, the value of our brand and other intangible assets may be diminished, and our business may be adversely affected.***

We rely and expect to continue to rely on a combination of trademark, copyright, patent, and trade secret protection laws to protect our intellectual property rights and proprietary information both in the United States and abroad. The intellectual property laws and protections offered in countries outside of the United States may not protect proprietary rights to the same extent as laws in the United States. Therefore, our efforts to protect our intellectual property may not be adequate and competitors may independently develop similar technology or duplicate our products or services and compete with us in this and other geographies where enforcement of intellectual property rights is less clear than in the United States.

While we maintain a policy requiring our employees, consultants, independent contractors, and third parties who are engaged to develop any material intellectual property for us to enter into confidentiality and invention assignment agreements to control access to and use of our proprietary information and to ensure that any intellectual property developed by such employees, contractors, consultants, and other third parties are assigned to us, we cannot guarantee that the confidentiality and invention assignment agreements or other employee, consultant, or independent contractor agreements we enter into adequately protect our intellectual property rights and other proprietary information. In addition, we cannot guarantee that these agreements will not be breached, that we will have adequate remedies for any breach, or that the applicable counter-parties to such agreements will not assert rights to our intellectual property rights or other proprietary information arising out of these relationships. Furthermore, the steps we have taken and may take in the future may not prevent misappropriation of our proprietary solutions or technologies, particularly with respect to employees who are no longer employed by us.

Furthermore, third parties may knowingly or unknowingly infringe or circumvent our intellectual property rights, and we may not be able to prevent infringement without incurring substantial expense. Litigation brought to protect and enforce our intellectual property rights would be costly, time-consuming, and distracting to management and key personnel, and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims, and countersuits attacking the validity and enforceability of our intellectual property rights. If the protection of our intellectual property rights is inadequate to prevent use or misappropriation by third parties, the value of our brand and other intangible assets may be diminished and competitors may be able to more

effectively mimic our products and methods of operations. Any of these events would have a material adverse effect on our business, results of operations, and financial condition.

***Our failure to obtain or maintain the right to use certain of our intellectual property would negatively affect our business.***

Our future success and competitive position depend in part upon our ability to obtain or maintain certain intellectual property used in our products. While we have been issued patents for certain aspects of our intellectual property in the United States and have additional patent applications pending in the United States, we have not applied for patent protection in foreign jurisdictions, and may be unable to obtain patent protection for the technology covered in our patent applications. In addition, we cannot ensure that any of the patent applications will be approved or that the claims allowed on any issued patents will be sufficiently broad to protect our technology or products and provide us with competitive advantages. Furthermore, any issued patents may be challenged, invalidated, or circumvented by third parties.

Many patent applications in the United States may not be public for a period of time after they are filed, and since publication of discoveries in the scientific or patent literature tends to lag behind actual discoveries by several months, we cannot be certain that we will be the first to file patent applications on such inventions. Because some patent applications may not be public for a period of time, there is also a risk that we could adopt a technology without knowledge of a pending patent application, which technology would infringe a third-party patent once that patent is issued.

We also rely on unpatented proprietary technology. It is possible that others will independently develop the same or similar technology or otherwise obtain access to our unpatented technology. Additionally, copyright and other intellectual property protection for materials that we develop with the use of AI tools may be limited, if available at all, and we therefore may be unable to obtain protection for such works. To protect our trade secrets and other proprietary information, we require employees, consultants, and independent contractors to enter into confidentiality agreements. We cannot assure you that these agreements will provide meaningful protection for our trade secrets, know-how, or other proprietary information in the event of any unauthorized use, misappropriation, or disclosure of such trade secrets, know-how, or other proprietary information. If we are unable to maintain the proprietary nature of our technologies, our business would be materially adversely affected.

We rely on our trademarks, trade names, and brand names to distinguish our solutions from the products of our competitors, and have registered or applied to register many of these trademarks in the United States and certain countries outside the United States. However, occasionally third parties may have already registered identical or similar marks for products or solutions that also address the software market. As we rely in part on brand names and trademark protection to enforce our intellectual property rights, efforts by third parties to limit use of our brand names or trademarks and barriers to the registration of brand names and trademarks in various countries may restrict our ability to promote and maintain a cohesive brand throughout our key markets. There can also be no assurance that pending or future U.S. or foreign trademark applications will be approved in a timely manner or at all, or that such registrations will effectively protect our brand names and trademarks. Third parties may also oppose our trademark applications, or otherwise challenge our use of the trademarks. In the event that our trademarks are successfully challenged, we could be forced to rebrand our products, which would result in loss of brand recognition and would require us to devote resources to advertising and marketing new brands.

***Our use of “open source” and third-party software could impose unanticipated conditions or restrictions on our ability to commercialize our products and could subject us to possible litigation.***

A portion of the technologies we use in our products and mobile applications incorporates “open source” software, and we may incorporate open source software in our products and mobile applications in the future.

From time to time, companies that use third-party open source software have faced claims challenging the use of such open source software and their compliance with the terms of the applicable open source license. We may be subject to suits by parties claiming ownership of what we believe to be open source software or claiming non-compliance with the applicable open source licensing terms. Some open source licenses require end-users who distribute or make available across a network software and services that include open source software to make available all or part of such software, which in some circumstances could include valuable proprietary code, at no cost, or license such code under the terms of the particular open source license. While we employ practices designed to monitor our compliance with the licenses of third-party open source software and protect our valuable proprietary source code, we may inadvertently use third-party open source software in a manner that exposes us to claims of non-compliance with the applicable terms of such license, including claims for infringement of intellectual property rights or for breach of contract. Additionally, if a third-party software provider has incorporated open source software into software that we license from such provider, we could be required to disclose source code that incorporates or is a modification of such licensed software. Furthermore, there is an increasing number of open-source software license types, almost none of which have been tested in a court of law, resulting in a dearth of guidance regarding the proper legal interpretation of such

license types. If an author or other third party that distributes open source software that we use or license were to allege that we had not complied with the conditions of the applicable open source license, we could expend substantial time and resources to re-engineer some or all of our software or be required to incur significant legal expenses defending against such allegations and could be subject to significant damages, enjoined from the sale of our products that contained the open source software, and required to comply with the foregoing conditions, including public release of certain portions of our proprietary source code.

In addition, the use of third-party open source software typically exposes us to greater risks than the use of third-party commercial software because open-source licensors generally do not provide warranties or controls on the functionality or origin of the software. Use of open source software may also present additional security risks because the public availability of such software may make it easier for hackers and other third parties to determine how to compromise our products. Any of the foregoing could be harmful to our business, results of operations, and financial condition.

We rely on software licensed from third parties to offer our products. In addition, we may need to obtain future licenses from third parties to use intellectual property rights associated with the development of our products, which might not be available on acceptable terms, or at all. Any loss of the right to use any third-party software required for the development and maintenance of our products or mobile applications could result in loss of functionality or availability of our products or mobile applications until equivalent technology is either developed by us, or, if available, is identified, obtained, and integrated. Any errors or defects in third-party software could result in errors or a failure of our products or mobile applications. Any of the foregoing would disrupt the distribution and sale of subscriptions to our products and harm our business, results of operations, and financial condition.

### **Risks Related to Tax Matters**

***Our business, results of operations, and financial condition may be harmed if we are required to collect sales or other related taxes for subscriptions to our products in jurisdictions where we have not historically done so.***

We collect sales and use, value-added and similar taxes in a number of jurisdictions. One or more states or countries may seek to impose incremental or new sales, use, or other tax collection obligations on us. A successful assertion by a state, country, or other jurisdiction that we should have been or should be collecting additional sales, use, or other similar taxes could, among other things, result in substantial tax payments, create significant administrative burdens for us, discourage potential customers from subscribing to our products due to the incremental cost of any such sales or other related taxes, or otherwise harm our business, results of operations, and financial condition.

Additionally, the application of indirect taxes, such as sales and use tax, value-added tax, GST, business tax, and gross receipt tax, to our business is a complex and evolving issue. Significant judgment is required to evaluate applicable tax obligations, and, as a result, amounts recorded are estimates and are subject to adjustments. In many cases, the ultimate tax determination is uncertain because it is not clear how new and existing statutes might apply to our business. New legislation could require us to incur substantial costs, including costs associated with tax calculation, collection, and remittance and audit requirements, and could adversely affect our business and results of operations.

***Our ability to utilize our net operating loss carryforwards and certain other tax attributes to offset taxable income or taxes may be limited.***

As of December 31, 2024, we had U.S. federal net operating loss carryforwards of \$237.9 million portions of which will begin to expire in 2034 if not utilized. In addition, we have foreign tax credits of \$8.1 million that will begin to expire in 2027. Furthermore, we have state net operating loss carryforwards of \$146.8 million, portions of which will begin to expire in 2025. Portions of these net operating loss carryforwards and foreign tax credits could expire unused and be unavailable to offset future income tax liabilities. Under the legislation enacted in 2017, titled the Tax Cuts and Jobs Act (Tax Act), as modified by the Coronavirus Aid, Relief, and Economic Security (CARES Act), U.S. federal net operating losses incurred in taxable years beginning after December 31, 2017, may be carried forward indefinitely, but the deductibility of such federal net operating losses in taxable years beginning after December 31, 2020, is limited. It is uncertain how various states will respond to the Tax Act and the CARES Act. For state income tax purposes, there may be periods during which the use of net operating loss carryforwards is suspended or otherwise limited, which could accelerate or permanently increase state taxes owed.

In addition, under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, and corresponding provisions of state law, if a corporation undergoes an “ownership change,” which is generally defined as a greater than 50% change, by value, in its equity ownership over a three-year period, the corporation’s ability to use its pre-change net operating loss carryforwards and other pre-change tax attributes to offset its post-change income or taxes may be limited. Our existing net operating losses may be subject to limitations arising from transactions that have occurred since our inception, which may trigger such an ownership change pursuant to Section 382. In the future, we may experience ownership changes as a result of



subsequent shifts in our stock ownership, some of which may be outside of our control. If an ownership change occurs and our ability to use our net operating loss carryforwards is materially limited, it would harm our future operating results by effectively increasing our future tax obligations.

Changes in our effective tax rate or tax liability may have an adverse effect on our results of operations.

Our effective tax rate could increase due to several factors, including:

- changes in the relative amounts of income before taxes in the various jurisdictions in which we operate that have differing statutory tax rates;
- changes in tax laws, tax treaties, and regulations or the interpretation of them, including the Tax Act;
- changes to our assessment about our ability to realize our deferred tax assets that are based on estimates of our future results, the prudence and feasibility of possible tax planning strategies, and the economic and political environments in which we do business;
- the outcome of current and future tax audits, examinations or administrative appeals; and
- limitations or adverse findings regarding our ability to do business in some jurisdictions.

In particular, new income, sales and use or other tax laws or regulations could be enacted at any time, which could adversely affect our business operations and financial performance. In addition, changes in tax laws or regulations could be enacted or existing tax laws or regulations could be applied to us or our customers in a manner that could increase the costs of our products and harm our business. Further, existing tax laws and regulations could be interpreted, modified or applied adversely to us. For example, the Tax Act enacted many significant changes to the U.S. tax laws. Future guidance from the Internal Revenue Service and other tax authorities with respect to the Tax Act may affect us, and certain aspects of the Tax Act could be repealed or modified in future legislation. For example, the CARES Act modified certain provisions of the Tax Act. In addition, it is uncertain if and to what extent various states will conform to the Tax Act, the CARES Act, or any newly enacted federal tax legislation. Changes in corporate tax rates, the realization of net operating losses, and other deferred tax assets relating to our operations, the taxation of foreign earnings, and the deductibility of expenses under the Tax Act or future reform legislation could have a material impact on the value of our deferred tax assets and could increase our future U.S. tax expense.

***Our international operations may subject us to potential adverse tax consequences.***

We are expanding our international operations to better support our growth into international markets. Our corporate structure and associated transfer pricing policies contemplate future growth in international markets, and consider the functions, risks and assets of the various entities involved in intercompany transactions. The amount of taxes we pay in different jurisdictions may depend on the application of the tax laws of the various jurisdictions, including the United States, to our international business activities, changes in tax rates, new or revised tax laws or interpretations of existing tax laws and policies, and our ability to operate our business in a manner consistent with our corporate structure and intercompany arrangements. The taxing authorities of the jurisdictions in which we operate may challenge our methodologies for pricing intercompany transactions pursuant to our intercompany arrangements or disagree with our determinations as to the income and expenses attributable to specific jurisdictions. If such a challenge or disagreement were to occur, and our position was not sustained, we could be required to pay additional taxes, interest and penalties, which could result in one-time tax charges, higher effective tax rates, reduced cash flows and lower overall profitability of our operations. Our financial statements could fail to reflect adequate reserves to cover such a contingency.

***Changes in the taxation system in India could adversely affect our business.***

Our business, financial condition, and results of operations could be materially and adversely affected by any change in the extensive central and state tax regime in India applicable to us and our business. Tax and other levies imposed by the central and state governments in India that affect our tax liability include central and state taxes and other levies, income tax, turnover tax, goods and service tax, stamp duty, and other special taxes and surcharges, which are introduced on a temporary or permanent basis from time to time. This extensive central and state tax regime is subject to change from time to time. The final determination of our tax liability involves the interpretation of local tax laws and related regulations in each jurisdiction, as well as the significant use of estimates and assumptions regarding the scope of future operations and results achieved and the timing and nature of income earned and expenditures incurred.

U.S. and Indian transfer-pricing regulations require that any international transaction involving associated enterprises be at an arm's-length price. Transactions among us and our subsidiaries may be considered such transactions. Accordingly, we

determine the pricing among our entities on the basis of detailed functional and economic analysis involving benchmarking against transactions among entities that are not under common control. If the income tax authorities review any of our tax returns and determine that the transfer price applied was not appropriate, we may incur increased tax liabilities, including accrued interest and penalties.

If the stockholders (being non-residents under Indian tax laws) of the foreign company exit by way of redemption of the shares held by them in the foreign company or by selling the shares in foreign company, the stockholders could be taxed in India where the foreign company derives substantial value from India subject to stockholders being either entitled to small stockholder exemption available under Income Tax Act, 1961 or a benefit under the applicable double taxation avoidance agreement.

Tax laws and regulations are also subject to differing interpretations by various authorities in India. Differing interpretations of tax and other fiscal laws and regulations may exist within governmental ministries, including tax administration and appellate authorities, thus creating uncertainty and potential unexpected results. The degree of uncertainty in tax laws and regulations, combined with significant penalties for default and a risk of aggressive action by the governmental or tax authorities, may result in tax risks in the jurisdictions in which we operate being significantly higher than expected. Unfavorable changes in or interpretations of existing, or the promulgation of new, laws, rules and regulations including foreign investment and stamp duty laws governing our business and operations could result in us being deemed to be in contravention of such laws and may require us to apply for additional approvals. We may incur increased costs and other burdens relating to compliance with such new requirements, which may also require significant management time and other resources, and any failure to comply may adversely affect our business, results of operations and prospects. Uncertainty in the applicability, interpretation or implementation of any amendment to, or change in, governing law, regulation or policy, including by reason of an absence, or a limited body, of administrative or judicial precedent may be time consuming as well as costly for us to resolve and may impact the viability of our current businesses or restrict our ability to grow our businesses in the future. We are continually under review by the Indian tax authorities and have not received any assessments to date that would have a material impact to our financial statements.

***Our ability to receive dividends and other payouts from our Indian subsidiary is subject to Indian legal restrictions and withholding tax.***

Whether our Indian subsidiary will pay us dividends in the future and the amount of any such dividends, if declared, will depend on a number of factors, including future earnings, financial condition and performance, cash flows, working capital requirements, capital expenditures and other factors considered relevant by us and the board of our Indian subsidiary. We may decide to retain a substantial portion or all of our earnings in our Indian subsidiary to finance the development and expansion of our business and, therefore, may not declare dividends.

In the event dividends are declared, the Income Tax Act, 1961, as amended, requires that any dividends paid by an Indian company be subject to tax in the hands of the stockholders at applicable rates, such taxes will be withheld by the Indian subsidiary paying dividends.

#### **Risks Related to Ownership of Our Class A Common Stock**

***The dual class structure of our common stock has the effect of concentrating voting control with those stockholders who held our stock prior to our initial public offering, including our executive officers, employees, and directors and their affiliates, and limiting your ability to influence corporate matters, which could adversely affect the trading price of our Class A common stock.***

Our Class B common stock has 10 votes per share, and our Class A common stock has one vote per share. Based on shares of common stock held as of December 31, 2024, our directors, executive officers, and holders of more than 5% of our Class A common stock or Class B common stock, and their respective affiliates held in the aggregate approximately 81.0% of the voting power of our outstanding capital stock, and our Executive Chairman, Mr. Mathrubootham, controlled approximately 13.1% of the voting power of our outstanding common stock. As a result, these stockholders, acting together, and potentially our Executive Chairman on his own have significant influence over our management and affairs and over all matters requiring stockholder approval, including election of directors and significant corporate transactions, such as a merger or other sale of the company or our assets, for the foreseeable future. Corporate action might be taken even if other stockholders oppose them. This concentration of ownership could also delay or prevent a change of control of us that other stockholders may view as beneficial. Even if Mr. Mathrubootham is no longer employed with us, he will continue to have the same influence over matters requiring stockholder approval.



In addition, the holders of Class B common stock collectively will continue to be able to control all matters submitted to our stockholders for approval even though their stock holdings represent less than 50% of the outstanding shares of our common stock. Because of the 10-to-1 voting ratio between our Class B common stock and Class A common stock, the holders of our Class B common stock collectively will continue to control a majority of the combined voting power of our common stock even when the shares of Class B common stock represent as little as 10% of all outstanding shares of our Class A common stock and Class B common stock. This concentrated control will limit your ability to influence corporate matters for the foreseeable future, and, as a result, the market price of our Class A common stock could be adversely affected.

Future transfers by holders of shares of Class B common stock will generally result in those shares converting to shares of Class A common stock, which will have the effect, over time, of increasing the relative voting power of those holders of Class B common stock who retain their shares in the long term.

***Additional stock issuances could result in significant dilution to our stockholders.***

We may issue our capital stock or securities convertible into our capital stock from time to time in connection with a financing, acquisition, investments, or otherwise. We intend to issue an additional 2,850,000 shares of our Class A common stock and donate such shares to a newly formed U.S. charitable foundation in the future, which will result in additional dilution to our existing stockholders. Additional issuances of our stock will result in dilution to existing holders of our stock. We expect to grant equity awards to employees, officers, directors and other service providers under our equity incentive plans and to the extent stock options to purchase our stock are exercised or restricted stock units settle, there will be further dilution. Any such issuances could result in substantial dilution to our existing stockholders and cause the trading price of our Class A common stock to decline.

***We may not realize the anticipated long-term stockholder value of our stock repurchase program, and any failure to repurchase our common stock after we have announced our intention to do so may negatively impact our stock price.***

In November 2024, our board of directors approved a stock repurchase program for the repurchase of up to \$400 million of the Company's outstanding Class A common stock. Under the repurchase program, we may repurchase shares of our outstanding Class A common stock from time to time in the open market, through privately negotiated transactions and/or other means in compliance with the Securities Exchange Act of 1934, as amended (Exchange Act) and the rules and regulations thereunder. Open market repurchases may be structured to occur in accordance with the requirements of Rule 10b-18 under the Exchange Act. We may also, from time to time, enter into Rule 10b5-1 plans to facilitate repurchases of shares of common stock under this authorization.

The timing and amount of any repurchases will be determined by management based on an evaluation of market conditions and other factors. The program does not obligate us to acquire any particular amount of Class A common stock and may be suspended or discontinued at any time at our discretion. Any failure to repurchase stock after we have announced our intention to do so may negatively impact our reputation, investor confidence in us, or our stock price.

The existence of our stock repurchase program could cause our stock price to be higher than it otherwise would be and could potentially reduce the market liquidity for our stock. Although our stock repurchase program is intended to enhance long-term stockholder value, there is no assurance that it will do so because the market price of our common stock may decline below the levels at which we repurchase shares, and short-term stock price fluctuations could reduce the effectiveness of the program. Repurchasing our common stock reduces the amount of cash we have available to fund working capital, capital expenditures, strategic acquisitions or investments, other business opportunities, and other general corporate projects, and we may fail to realize the anticipated long-term stockholder value of any stock repurchase program.

***The trading price of our Class A common stock may be volatile, and you could lose all or part of your investment.***

The trading price of our Class A common stock has been and will likely continue to be volatile and could be subject to fluctuations in response to various factors, some of which are beyond our control. These fluctuations could cause you to lose all or part of your investment in our Class A common stock. Factors that could cause fluctuations in the trading price of our Class A common stock include the risk factors set forth in this section as well as the following:

- price and volume fluctuations in the overall stock market from time to time;
- volatility in the trading prices and trading volumes of technology stocks;
- changes in operating performance and stock market valuations of other technology companies generally, or those in our industry in particular;

- sales of shares of our Class A common stock by us or our stockholders;
- failure of securities analysts to maintain coverage of us, changes in financial estimates by securities analysts who follow our company, or our failure to meet these estimates or the expectations of investors, particularly in light of the significant portion of our revenue derived from a limited number of customers;
- changes in our financial, operating or other metrics, regardless of whether we consider those metrics as reflective of the current state or long-term prospects of our business, and how those results compare to securities analyst expectations, including whether those results fail to meet, exceed, or significantly exceed securities analyst expectations, particularly in light of the significant portion of our revenue derived from a limited number of customers;
- announcements by us or our competitors of new products, applications, features, or services;
- the public's reaction to our press releases, other public announcements, and filings with the SEC;
- rumors and market speculation involving us or other companies in our industry;
- actual or anticipated changes in our results of operations or fluctuations in our results of operations;
- actual or anticipated developments in our business, our competitors' businesses or the competitive landscape generally;
- litigation involving us, our industry, or both, or investigations by regulators into our operations or those of our competitors;
- actual or perceived privacy or data security incidents;
- developments or disputes concerning our intellectual property or other proprietary rights;
- announced or completed acquisitions of businesses, applications, products, services, or technologies by us or our competitors;
- new laws or regulations or new interpretations of existing laws or regulations applicable to our business;
- changes in accounting standards, policies, guidelines, interpretations, or principles;
- any significant change in our management; and
- general political and economic conditions and slow or negative growth of our markets.

In addition, in the past, following periods of volatility in the overall market and in the market price of a particular company's securities, securities class action litigation has often been instituted against these companies. Such litigation has been instituted against us and could result in substantial costs and a diversion of our management's attention and resources.

***Substantial future sales of shares of our Class A common stock by existing holders in the public market could cause the market price of our Class A common stock to decline.***

Sales of a substantial number of shares of our Class A common stock in the public market, or the perception that these sales might occur, could depress the market price of our Class A common stock.

In addition, certain of our stockholders have registration rights that would require us to register shares owned by them for public sale in the United States. We have also filed registration statements to register shares reserved for future issuance under our equity compensation plans. As a result, subject to the satisfaction of applicable exercise periods and applicable volume and restrictions that apply to affiliates, the shares issued upon exercise of outstanding stock options or upon settlement of outstanding RSU or PRSU awards are available for immediate resale in the United States in the open market.

Sales of our shares could also impair our ability to raise capital through the sale of additional equity securities in the future and at a price we deem appropriate. These sales could also cause the trading price of our Class A common stock to fall and make it more difficult for you to sell shares of our Class A common stock.

***Our Class A common stock market price and trading volume could decline if securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business.***

The trading market for our Class A common stock depends in part on the research and reports that securities or industry analysts publish about us or our business. The analysts' estimates are based upon their own opinions and are often different

from our estimates or expectations. If one or more of the analysts who cover us downgrade our Class A common stock or publish inaccurate or unfavorable research about our business, the price of our securities would likely decline. If one or more of the analysts who cover us cease coverage of us or fail to publish reports on us regularly, demand for our securities could decrease, which might cause the price and trading volume of our Class A common stock to decline.

***We incur and will continue to incur costs and demands upon management as a result of complying with the laws and regulations affecting public companies in the United States, which may harm our business.***

As a public company listed in the United States, we incur and will continue to incur significant additional legal, accounting, and other expenses. In addition, changing laws, regulations, and standards relating to corporate governance and public disclosure, including regulations implemented by the SEC and Nasdaq, may increase legal and financial compliance costs and make some activities more time consuming. For example, in July 2023, the SEC adopted rules requiring the disclosure of specified elements of cybersecurity risk management, strategy and governance and requiring the disclosure of material cybersecurity incidents within a short time period. In addition, the SEC has recently proposed climate change and environmental, social, and governance matters (ESG) reporting requirements, which, if approved, would increase our compliance costs. These laws, regulations and standards are subject to varying interpretations, and as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. We intend to invest resources to comply with evolving laws, regulations, and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities. If, notwithstanding our efforts, we fail to comply with new laws, regulations, and standards, regulatory authorities may initiate legal proceedings against us and our business may be harmed.

Failure to comply with these rules might also make it more difficult for us to obtain certain types of insurance, including director and officer liability insurance, and we might be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. The impact of these events would also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, on committees of our board of directors, or as members of senior management.

### ***General Risks***

***If our estimates or judgments relating to our critical accounting policies prove to be incorrect, our results of operations could be adversely affected.***

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in our consolidated financial statements. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as provided in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations." The results of these estimates form the basis for making judgments about the carrying values of assets, liabilities, and equity, and the amount of revenue and expenses that are not readily apparent from other sources. Significant assumptions and estimates used in preparing our consolidated financial statements include those related to the useful lives and carrying values of long-lived assets, allowance for doubtful accounts, stock-based compensation expense, the benefit period of deferred contract acquisition costs, the fair value of our employee defined benefit and other compensation liabilities, and valuation of deferred tax assets. Our results of operations may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our results of operations to fall below the expectations of securities analysts and investors, resulting in a decline in the trading price of our Class A common stock.

***Our reported financial results may be adversely affected by changes in accounting principles generally accepted in the United States.***

Generally accepted accounting principles in the United States are subject to interpretation by the Financial Accounting Standards Board, the American Institute of Certified Public Accountants, the SEC and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported financial results, and could affect the reporting of transactions completed before the announcement of a change.

***A failure to maintain an effective system of disclosure controls and internal control over financial reporting, could adversely affect our ability to produce timely and accurate financial statements or comply with applicable regulations.***

We are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act, and the rules and regulations of the applicable Nasdaq listing standards. We expect that the requirements of these rules and regulations will continue to increase our legal, accounting, and financial compliance costs, make some activities more difficult, time consuming, and costly, and place significant strain on our personnel, systems, and resources.

The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. We are continuing to develop and refine our disclosure controls and other procedures that are designed to ensure that information required to be disclosed by us in the reports that we will file with the SEC is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms and that information required to be disclosed in reports under the Exchange Act, is accumulated and communicated to our principal executive and financial officers. We are also continuing to improve our internal controls over financial reporting. For example, we have worked to improve the controls around our key accounting processes and our quarterly close process, and we have hired additional accounting and finance personnel to help us implement these processes and controls. In order to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting, we have expended, and anticipate that we will continue to expend, significant resources, including accounting-related costs and investments to strengthen our accounting systems.

Our current controls and any new controls that we develop may become inadequate because of changes in conditions in our business. In addition, changes in accounting principles or interpretations could also challenge our internal controls and require that we establish new business processes, systems, and controls to accommodate such changes. We have limited experience with implementing the systems and controls that are necessary to operate as a public company. Additionally, if these new systems, controls, or standards and the associated process changes do not give rise to the benefits that we expect or do not operate as intended, it could adversely affect our financial reporting systems and processes, our ability to produce timely and accurate financial reports or the effectiveness of internal control over financial reporting. Moreover, our business may be harmed if we experience problems with any new systems and controls that result in delays in their implementation or increased costs to correct any post-implementation issues that may arise.

Further, weaknesses in our disclosure controls and internal control over financial reporting may be discovered in the future. Any failure to develop or maintain effective controls or any difficulties encountered in their implementation or improvement could harm our results of operations or cause us to fail to meet our reporting obligations and may result in a restatement of our consolidated financial statements for prior periods. Ineffective disclosure controls and procedures and internal control over financial reporting could also cause investors to lose confidence in our reported financial and other information, which would likely have a negative effect on the trading price of our Class A common stock. In addition, if we are unable to continue to meet these requirements, we may not be able to remain listed on Nasdaq.

We are required, pursuant to Section 404 Sarbanes-Oxley Act (Section 404), to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting. This assessment includes disclosure of any material weaknesses identified by our management in our internal control over financial reporting. Our independent registered public accounting firm is required to formally attest to the effectiveness of our internal control over financial reporting and any failure to implement and maintain effective internal control over financial reporting also could adversely affect the results of periodic management evaluations and annual independent registered public accounting firm attestation reports regarding the effectiveness of our internal control over financial reporting that we are required to include in our periodic reports that will be filed with the SEC. Our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our internal control over financial reporting is documented, designed, or operating. Our compliance with Section 404 requires that we incur substantial accounting expense and expend significant management efforts. Any failure to maintain effective disclosure controls and internal control over financial reporting could harm our business, results of operations, and financial condition and could cause a decline in the trading price of our Class A common stock.

***We are currently planning and designing information systems enhancements, and problems with the design or implementation of these enhancements could interfere with our business and operations.***

We are currently in the process of significantly enhancing our information systems, have recently implemented a new enterprise resource planning system and new human capital management platform. The implementation of significant enhancements to information systems is frequently disruptive to the underlying business of an enterprise, which may especially be the case for us due to the size and complexity of our businesses. The implementation of significant enhancements to information systems is frequently disruptive to the underlying business of an enterprise, which may especially be the case for us due to the size and complexity of our businesses. The implementation process has required, and will continue to require, the investment of significant personnel and financial resources. We may not be able to successfully implement these enhancements to information systems without experiencing further delays, increased costs and other difficulties. Any disruptions relating to our systems enhancements, particularly any disruptions impacting our operations during the design or implementation periods, could adversely affect our ability to process customer orders, provide products and support to our customers, invoice and collect from our customers, fulfill contractual obligations, and otherwise run our business. Data integrity problems or other issues may also be discovered during or as a result of the implementation which, if not corrected, could impact our business or financial results. If we are unable to successfully design and implement our information system enhancements, our financial position,

results of operations and cash flows could be negatively impacted. Additionally, if we do not effectively implement the information system enhancements as planned or the information systems do not operate as intended, the effectiveness of our internal control over financial reporting could be adversely affected or our ability to assess those controls adequately could be further delayed.

***We have in the past and may in the future engage in merger and acquisition activities, which require significant management attention, and could disrupt our business, dilute stockholder value, and adversely affect our business, results of operations, and financial condition.***

As part of our business strategy to expand our product offerings and grow our business in response to changing technologies, customer demand, and competitive pressures, we have in the past and may in the future make investments or acquisitions in other companies, products, or technologies. The identification of suitable acquisition candidates can be difficult, time-consuming, and costly, and we may not be able to complete acquisitions on favorable terms, if at all. These acquisitions may not ultimately strengthen our competitive position or achieve the goals of such acquisition, and any acquisitions we complete could be viewed negatively by customers or investors. We may encounter difficult or unforeseen expenditures in integrating an acquisition, particularly if we cannot retain the key personnel of the acquired company. Existing and potential customers may also delay or reduce their use of our products due to concerns that the acquisition may decrease effectiveness of our products (including any newly acquired product). In addition, if we fail to successfully integrate such acquisitions, or the assets, technologies, or personnel associated with such acquisitions, into our company, the business and results of operations of the combined company would be adversely affected. For example, we may have difficulty with transitioning the acquired technology onto our existing platforms and customer acceptance of multiple platforms on a temporary or permanent basis. In addition, we may face challenges converting the acquired company's revenue recognition policies and forecasting the related revenues, including subscription-based revenues and term software license revenue, as well as appropriate allocation of the customer consideration to the individual deliverables.

Acquisitions may disrupt our ongoing operations, divert management from their primary responsibilities, subject us to additional liabilities, increase our expenses, subject us to increased regulatory requirements, cause adverse tax consequences or unfavorable accounting treatment, expose us to claims and disputes by stockholders and third parties, and adversely impact our business, financial condition, and results of operations. We may not successfully evaluate or utilize the acquired technology or accurately forecast the financial impact of an acquisition transaction, including accounting charges. We may have to pay cash for any such acquisition which would limit other potential uses for our cash. If we incur debt to fund any such acquisition, such debt may subject us to material restrictions in our ability to conduct our business, result in increased fixed obligations, and subject us to covenants or other restrictions that would decrease our operational flexibility and impede our ability to manage our operations. If we issue a significant amount of equity securities in connection with future acquisitions, existing stockholders' ownership would be diluted.

***Increased government scrutiny of the technology industry could negatively affect our business.***

The technology industry is subject to intense media, political, and regulatory scrutiny, which exposes us to government investigations, legal actions, and penalties. Various regulatory agencies, including competition, consumer protection, and privacy authorities, have active proceedings and investigations concerning multiple technology companies. Although we are not currently subject to any such investigations, if investigations targeted at other companies result in determinations that practices we follow are unlawful, including practices related to use of machine- and customer-generated data or generative AI, we could be required to change our products and services or alter our business operations, which could harm our business. Legislators and regulators also have proposed new laws and regulations intended to restrain the activities of technology companies. If such laws or regulations are enacted, they could have an impact on us, even if they are not intended to affect our company. In addition, the introduction of new products, expansion of our activities in certain jurisdictions, or other actions that we may take may subject us to additional laws, regulations, or other government scrutiny. The increased scrutiny of certain acquisitions in the technology industry also could affect our ability to enter into strategic transactions or to acquire other businesses. Compliance with new or modified laws and regulations could increase our cost of conducting the business, limit the opportunities to increase our revenue, or prevent us from offering products or services.

We also could be harmed by government investigations, litigation, or changes in laws and regulations directed at our business partners, or suppliers in the technology industry that have the effect of limiting our ability to do business with those entities or that affect the services we can obtain from them. There can be no assurance that our business will not be materially adversely affected, individually or in the aggregate, by the outcomes of such investigations, litigation or changes to laws and regulations in the future.

***We may need additional capital, and we cannot be sure that additional financing will be available.***

Historically, we have financed our operations and capital expenditures primarily through sales of our capital stock and debt securities that are convertible into our capital stock. In the future, we may raise additional capital through additional equity or debt financings to support our business growth, to respond to business opportunities, challenges, or unforeseen circumstances, or for other reasons. On an ongoing basis, we are evaluating sources of financing and may raise additional capital in the future. Our ability to obtain additional capital depends on our development efforts, business plans, investor demand, operating performance, the condition of the capital markets, and other factors. We cannot assure you that additional financing will be available to us on favorable terms when required, or at all. If we raise additional funds through the issuance of equity, equity-linked, or debt securities, those securities may have rights, preferences, or privileges senior to the rights of existing stockholders, and existing stockholders may experience dilution. Further, if we are unable to obtain additional capital when required, or are unable to obtain additional capital on satisfactory terms, our ability to continue to support our business growth or to respond to business opportunities, challenges, or unforeseen circumstances would be adversely affected.

Additionally, our India subsidiary is subject to Indian foreign exchange controls that regulate borrowing in foreign currencies. Such regulatory restrictions limit our financing sources and could constrain our ability to obtain financing on competitive terms. In addition, we cannot assure you that the required approvals will be granted to us without onerous conditions, or at all. Limitations on incurring or raising debt may have an adverse impact on our business growth, financial condition, results of operations, and cash flows.

***We do not intend to pay dividends for the foreseeable future.***

We have never declared or paid any cash dividends on our capital stock, and we do not intend to pay any cash dividends for the foreseeable future. We expect to retain future earnings, if any, to fund the development and growth of our business. Any future determination to pay dividends on our capital stock will be at the discretion of our board of directors. Accordingly, stockholders must rely on sales of their Class A common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investments.

***Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware and, to the extent enforceable, the federal district courts of the United States of America will be the exclusive forums for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, or employees.***

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law:

- any derivative claim or cause of action brought on our behalf;
- any claim or cause of action for a breach of fiduciary duty owed by any of our current or former directors, officers, or other employees to us or our stockholders;
- any claim or cause of action against us or any of our current or former directors, officers or other employees arising out of or pursuant to any provision of the Delaware General Corporation Law, our amended and restated certificate of incorporation, or our bylaws (as each may be amended from time to time);
- any claim or cause of action seeking to interpret, apply, enforce or determine the validity of our amended and restated certificate of incorporation or our amended and restated bylaws (as each may be amended from time to time, including any right, obligation, or remedy thereunder);
- any claim or cause of action as to which the Delaware General Corporation Law confers jurisdiction to the Court of Chancery of the State of Delaware; and
- any claim or cause of action against us or any of our current or former directors, officers, or other employees governed by the internal-affairs doctrine.

This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the U.S. federal courts have exclusive jurisdiction. In addition, our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause or causes of action arising under the Securities Act of 1933, as amended, including all causes of action asserted against any defendant to such complaint. For the avoidance of doubt, this provision is intended to benefit and



may be enforced by us, our officers and directors, the underwriters to any offering giving rise to such complaint, and any other professional entity whose profession gives authority to a statement made by that person or entity and who has prepared or certified any part of the documents underlying the offering.

While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive forum provisions, and there can be no assurance that such provisions will be enforced by a court in those other jurisdictions. We note that investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder.

Additionally, our amended and restated certificate of incorporation provides that any person or entity holding, owning, or otherwise acquiring any interest in any of our securities shall be deemed to have notice of and consented to these provisions.

***Provisions in our corporate charter documents and under Delaware law may prevent or frustrate attempts by our stockholders to change our management or hinder efforts to acquire a controlling interest in us, and the market price of our Class A common stock may be lower as a result.***

There are provisions in our amended and restated certificate of incorporation and amended and restated bylaws (as each may be amended from time to time) that may make it difficult for a third party to acquire, or attempt to acquire, control of our company, even if a change in control was considered favorable by our stockholders, such as:

- establishing a classified board of directors so that not all members of our board of directors are elected at one time;
- permitting the board of directors to establish the number of directors and fill any vacancies and newly created directorships;
- providing that directors may only be removed for cause;
- prohibiting cumulative voting for directors;
- requiring super-majority voting to amend some provisions in our certificate of incorporation and bylaws;
- authorizing the issuance of “blank check” preferred stock that our board of directors could use to implement a stockholder rights plan;
- eliminating the ability of stockholders to call special meetings of stockholders;
- prohibiting stockholder action by written consent, which requires all stockholder actions to be taken at a meeting of our stockholders; and
- our dual class common stock structure as described above.

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which prohibit a person who owns 15% or more of our outstanding voting stock from merging or combining with us for a period of three years after the date of the transaction in which the person acquired in excess of 15% of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner. Any provision in our amended and restated certificate of incorporation or our amended and restated bylaws (as each may be amended from time to time) or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our Class A common stock and could also affect the price that some investors are willing to pay for our Class A common stock.

***Catastrophic events, including climate change, natural disasters and other events beyond our control, may disrupt our business.***

Natural disasters or other catastrophic events may cause damage or disruption to our employees, operations, international commerce, and the global economy, and thus could harm our business. Our business operations are subject to interruption by natural disasters such as earthquakes, monsoons, cyclones, tsunamis, floods, extreme heat, and other effects of climate change, pandemics, and other catastrophic events such as fire, power loss, terrorism, political unrest, telecommunications failure, vandalism, cyberattacks, geopolitical instability, war, and other events beyond our control. The majority of our research and development activities, customer service operations, IT systems, and other critical business operations are located in India. Although we maintain disaster response plans, such events could require significant time to resume operations to deliver our services to our customers, could decrease demand for our services, could cause us to incur substantial expense and may cause reputational harm, delays in our sales efforts, delays in our products’ development, breaches of data security, and loss of critical



data, all of which would harm our business, results of operations, and financial condition. Acts of terrorism would also cause disruptions to the internet or the economy as a whole. In addition, the insurance we maintain would likely not be adequate to cover our losses resulting from disasters or other business interruptions. Our disaster recovery plan may not be sufficient to address all aspects or any unanticipated consequence or incident, and our insurance may not be sufficient to compensate us for the losses that could occur.

In addition, the impacts of climate change on the global economy and the technology industry are rapidly evolving and unclear. While we seek to partner with organizations that mitigate their business risks associated with climate change, we recognize that there are inherent climate-related risks wherever business is conducted. Any of our primary locations may be vulnerable to the adverse effects of climate change. For example, our California headquarters has experienced, and may continue to experience, climate-related events at an increasing frequency and severity, including drought and air quality impacts and power shutoffs associated with wildfires and our India office has experienced, and may continue to experience, climate-related events, including cyclones, flooding, and heat waves. Climate-related events, including the increasing frequency of extreme weather events and their impact on the United States, India, Europe, and other major regions' critical infrastructure, have the potential to disrupt our business, our third-party suppliers and/or the business of our customers, and may cause us to experience higher attrition, losses and additional costs to maintain or resume operations. Regulatory developments, changing market dynamics and stakeholder expectations regarding climate change may impact our business, financial condition and results of operations. Furthermore, we may be subject to increased costs, regulations, reporting requirements, standards or expectations regarding the environmental impacts of our business.

***Failure to effectively and efficiently address ESG matters could adversely impact us.***

There is continuing debate among certain investors, regulators, customers, employees, and other stakeholders concerning ESG matters. Some investors may use these non-financial performance factors to guide their investment strategies and, in some cases, may choose not to invest in us if they believe our policies and actions relating to ESG are not in line with their philosophy. We may also face reputational damage in the event that we do not meet the ESG standards set by various constituencies.

As ESG best practices and reporting standards continue to develop, we may incur increasing costs relating to ESG monitoring and reporting and complying with ESG initiatives. For example, proposed or adopted climate and other ESG reporting regulations from the SEC, California, and other jurisdictions may increase our compliance costs. Our disclosures on ESG matters or a failure to meet evolving stakeholder expectations for ESG practices and reporting may potentially harm our reputation and customer relationships. Due to new regulatory standards and market standards, certain new or existing customers, particularly those in the EU, may impose stricter ESG guidelines or mandates for, and may scrutinize relationships more closely with, their counterparties, including us, which may lengthen sales cycles or increase our costs.

Furthermore, if our competitors' ESG performance is perceived to be better than ours, potential or current investors may elect to invest with our competitors instead. In addition, in the event that we communicate certain initiatives or goals regarding ESG matters, we could fail, or be perceived to fail, in our achievement of such initiatives or goals, or we could be criticized for the scope of such initiatives or goals. If we fail to satisfy the expectations of investors, customers, employees and other stakeholders or our initiatives are not executed as planned, our business, financial condition, results of operations, and prospects could be adversely affected.

**Item 1B. Unresolved Staff Comments**

None.

## Item 1C. Cybersecurity

### *Risk management and strategy*

We have implemented and maintain various information security processes designed to identify, assess and manage material risks from cybersecurity threats to our critical computer networks, third party hosted services, communications systems, hardware and software, and our critical data, including intellectual property, confidential information that is proprietary, strategic or competitive in nature, and data related to our customers and employees (Information Systems and Data).

Our Chief Information Security Officer (CISO), our information security team, and third-party service providers help identify, assess, and manage our cybersecurity threats and risks, including through the use of our cybersecurity risk assessment program. Our CISO along with this team, as applicable, identifies and assesses risks from cybersecurity threats by monitoring and evaluating our threat environment and our risk profile using various methods, including automated and manual tools, third-party threat feeds, internal audits, access control assessments, and evaluating threats reported to us by various third party enterprise threat reporting services.

Depending on the environment, we implement and maintain various technical, physical, and organizational measures, processes, standards, and policies designed to manage and mitigate material risks from cybersecurity threats to our Information Systems and Data, including, for example: dedicated cybersecurity staff, including a 24/7 security operations center monitoring for and responding to threat activity, incident response plans and processes, vulnerability management, secure software development, static and dynamic code scanning for vulnerabilities, open-source software scanning, internal and third-party penetration testing, a bug bounty program, internal audit and assurance of security controls, disaster recovery/business continuity plans, attainment and maintenance of industry-standard security certifications, identity and access management, asset management, tracking and disposal, encryption, access controls, third-party risk management, phish testing and reporting, employee security awareness training, and maintaining cybersecurity insurance.

Our assessment and management of material risks from cybersecurity threats are integrated into our overall risk management processes. For example, cybersecurity risks are considered a part of our overall business strategy, financial planning, and capital allocation.

We use third-party service providers to assist us from time to time to identify, assess, and manage material risks from cybersecurity threats. Our information security leadership inventories and prioritizes information security risks and evaluates material risks from cybersecurity threats, and reports those quarterly to the audit committee of our board of directors (Audit Committee), which evaluates our overall enterprise risk.

We use third-party service providers to perform a variety of security functions throughout our business, such as SaaS security providers, cloud-native application protection platforms, dark web monitoring, and software code scanning. We have a vendor management program to manage cybersecurity risks associated with our use of these providers. The program includes risk assessments and imposition of contractual obligations. Depending on the nature of the services provided, the sensitivity of the Information Systems and Data at issue, and the identity of the provider, our vendor management process may involve different levels of assessment designed to help identify cybersecurity risks associated with a provider, which may impose contractual obligations related to cybersecurity on the provider. For a description of the risks from cybersecurity threats that may materially affect us and how they may do so, see our risk factors under Part 1. Item 1A. Risk Factors in this Annual Report on Form 10-K, including "If our information technology, systems, or those of third parties upon which we rely or our data are or were to be compromised, we could experience adverse consequences resulting from such compromise, including, but not limited to, regulatory investigations or actions, litigation, fines and penalties, disruptions of our business operations, reputational harm, loss of revenue or profits, and other adverse consequences."

### *Governance*

Our board of directors addresses our cybersecurity risk management as part of its general oversight function. The Audit Committee is responsible for overseeing our cybersecurity risk management processes, including oversight and mitigation of risks from cybersecurity threats.

Our cybersecurity risk assessment and management processes are implemented and maintained by our CISO and our information security team. Our CISO has served in various roles in information technology and information security for more than 20 years, including serving as the Chief Information Security Officer at a publicly traded SaaS company and large e-commerce company. Our CISO works with our broader Information Technology team on IT security issues and also works with our product organization, finance, legal and internal controls teams.

Our CISO is responsible for hiring appropriate personnel, helping to integrate cybersecurity risk considerations into our overall risk management strategy, and communicating key priorities to relevant personnel. Our CISO is responsible for overseeing our Information Security budget, helping prepare for cybersecurity incidents, approving cybersecurity processes, and reviewing security assessments and other security-related reports.

Our cybersecurity incident response process is designed to escalate certain cybersecurity incidents to members of management depending on the circumstances including our CISO, our Chief Financial Officer and our Chief Legal Officer. Upon consultation with our Chief Financial Officer and our Chief Legal Officer, our CISO works with our incident response team to help us mitigate and remediate cybersecurity incidents of which they are notified. In addition, our incident response process includes reporting to the Audit Committee for certain cybersecurity incidents.

The Audit Committee receives reports as part of its quarterly meetings from our CISO concerning our significant cybersecurity threats and risk and the processes we have implemented to address them. Our board also receives periodic reports (at least annually) from our CISO regarding the overall cybersecurity landscape, including material related to cybersecurity threats, risk, and mitigation.

## **Item 2. Properties**

Our headquarters office is located in San Mateo, California, where we lease more than 20,000 square feet under a lease that expires in July 2026. We also maintain additional offices in the United States and internationally, including Denver, Seattle, and West Haven; our principal engineering facility in Chennai, as well as offices in Bangalore and Hyderabad in India; and other offices in London, United Kingdom; Paris, France; Berlin, Germany; Utrecht, Netherlands; and Sydney and Melbourne, Australia. These offices are leased, and we do not own any real property. We may continue to open up satellite offices in strategic locations to gain access to new talent markets and to facilitate business operations. We believe that the facilities we occupy are suitable to meet our current needs.

## **Item 3. Legal Proceedings**

The information required to be set forth under this Item 3 is incorporated by reference to Note 9—Commitments and Contingencies — Litigation and Loss Contingencies in the notes to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K.

## **Item 4. Mine Safety Disclosures**

None.

## Part II

### Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

#### Market Information and Holders of Record

Our Class A common stock is traded on the Nasdaq Global Select Market under the symbol "FRSH" since September 22, 2021. Prior to that date, there was no public trading market for our Class A common stock. Our Class B common stock is not listed on any stock exchange nor traded on any public market.

As of February 14, 2025, there were 34 and 37 registered holders of our Class A and Class B common stock, respectively. Because many of our shares of Class A common stock are held in street name by brokers and other nominees on behalf of stockholders, we are unable to estimate the total number of beneficial owners of our Class A common stock represented by these holders of record.

#### Dividend Policy

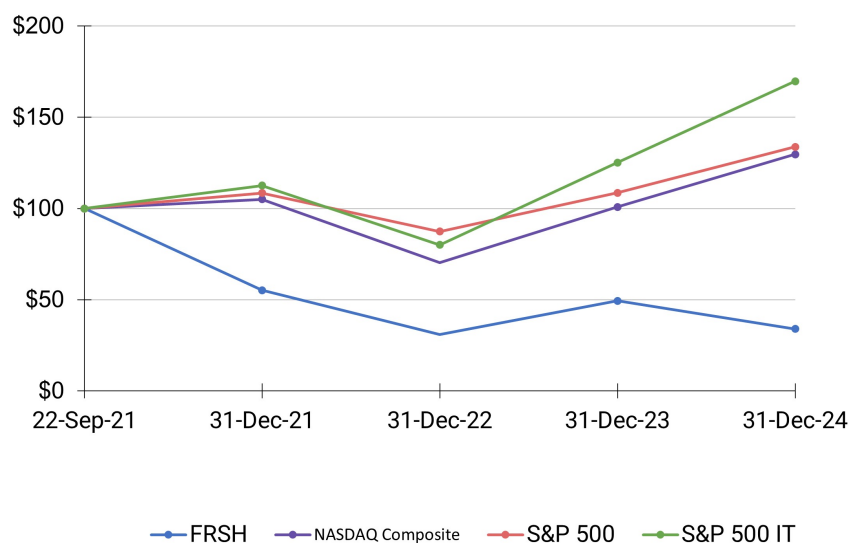
We have never declared or paid any cash dividends on our capital stock. We currently intend to retain any future earnings and do not expect to pay any dividends in the foreseeable future. Any future determination to declare cash dividends will be made at the discretion of our board of directors, subject to applicable laws, and will depend on a number of factors, including our financial condition, results of operations, capital requirements, contractual restrictions, general business conditions, and other factors that our board of directors may deem relevant.

#### Performance Graph

This performance graph shall not be deemed "soliciting material" or to be "filed" with the SEC, for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any of our filings under the Securities Act.

The following graph compares (i) the cumulative total stockholder return on our Class A common stock from September 22, 2021 (the date that our Class A common stock commenced trading on the Nasdaq Capital Market) through December 31, 2024 with (ii) the cumulative total return of the NASDAQ Composite Index, the Standard & Poor's (S&P) 500 Index and the S&P 500 Information Technology Index over the same period, assuming the investment of \$100 in our Class A common stock and in both of the other indices on September 22, 2021 and the reinvestment of dividends. The graph uses the closing market price on September 22, 2021 of \$47.55 per share as the initial value of our Class A common stock. As discussed above, we have never declared or paid a cash dividend on our Class A common stock and do not anticipate declaring or paying a cash dividend in the foreseeable future.

### COMPARISON OF CUMULATIVE TOTAL RETURN



#### Recent Sales of Unregistered Securities

None.

#### Issuer Purchases of Equity Securities

The following table summarizes repurchase of our Class A common stock made by or on behalf of us or any of our "affiliated purchasers" as defined in Rule 10b-19(a)(3) under the Exchange Act during each month during the three months ended December 31, 2024 (in thousands, except share amount and average price paid per share amount):

Period by fiscal month	Total number of shares repurchased <sup>(1)</sup>	Average price paid per share <sup>(2)</sup>	Total number of shares repurchased as part of publicly announced plans or programs <sup>(3)</sup>	Approximate dollar value of shares that may yet be purchased under the plans or programs <sup>(3)</sup>
October 1, 2024 - October 31, 2024	—	\$ —	—	\$ —
November 1, 2024 to November 30, 2024	—	\$ —	—	\$ 400,000
December 1, 2024 to December 31, 2024	985,234	\$ 15.77	985,234	\$ 384,465
<b>Total</b>	<b>985,234</b>		<b>985,234</b>	

(1) All of the shares purchased during the three months ended December 31, 2024 were acquired pursuant to our publicly announced share repurchase program described in footnote 3 below.

(2) The average price paid per share includes brokerage commissions.

(3) On November 6, 2024, we publicly announced that our board of directors had approved a share repurchase program, which authorized the repurchase of up to \$400 million of our outstanding Class A common stock. Under the repurchase program, we may repurchase shares of our outstanding Class A common stock from time to time in the open market, through privately negotiated transactions and/or other means in compliance with the Exchange Act and the rules and regulations thereunder. Open market repurchases may be structured to occur in accordance with the requirements of Rule 10b-18 under the Exchange Act. We may also, from time to time, enter into Rule 10b5-1 plans to facilitate repurchases of shares of common stock under this authorization. The timing, manner, price, and amount of any repurchases will be determined by us at our discretion, and will depend on a variety of factors, including business, economic and market conditions, prevailing stock prices, corporate and regulatory requirements, and other considerations. The repurchase program may be suspended or discontinued at any time.

## Use of Proceeds

None.

## Item 6. Reserved

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

*The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes that appear elsewhere in this Annual Report on Form 10-K. As described in the section titled "Special Note Regarding Forward-Looking Statements," the following discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this report, particularly in "Risk Factors" and elsewhere in this Annual Report on Form 10-K.*

*A discussion regarding our financial condition and results of operations for the year ended December 31, 2024 compared to the year ended December 31, 2023 is presented below. A discussion regarding our financial condition and results of operations for the year ended December 31, 2023 compared to the year ended December 31, 2022 can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 filed with the Securities and Exchange Commission ("SEC") on February 16, 2024.*

## Overview

We provide people-first, AI service software that organizations use to deliver exceptional customer and employee experiences. We provide our solutions in two product families: Customer Experience (CX) and Employee Experience (EX). CX products include Freshdesk, Freshdesk Omni, Freshchat, Freshsales, and Freshmarketer. EX products include Freshservice, Freshservice for Business Teams and Device42. Our latest generative AI solutions, Freddy AI Agent and Freddy AI Copilot, further enhance the customer and employee experience. Freddy AI Agent offers always-on, autonomous, personalized resolutions to customer and employee queries. Freddy AI Copilot provides always-on contextual assistance for customer support, employee support, marketing and sales use cases to boost productivity. Currently, over 72,000 companies choose Freshworks' uncomplicated solutions to increase efficiency and loyalty.

In June 2024, we acquired all outstanding shares of D42 Parent, Inc., an IT asset management company for approximately \$238.1 million, which primarily consisted of \$225.3 million in cash, and approximately \$12.9 million of common stock and stock options. Our consolidated financial statements and key business metrics as of and for the year ended December 31, 2024 include D42 Parent, Inc. since the acquisition date.

We generate revenue primarily from the sale of subscriptions for accessing our cloud-based software products over the contract term. We generally enter into subscription agreements with our customers on monthly, annual, or multi-year terms and invoice customers in advance in either monthly or annual installments. We also sell professional services that include product configuration, data migration, systems integration, and training. With the acquisition of D42 Parent, Inc. in June 2024, we also sell software licenses with associated maintenance.

Our customer base and operations have scaled over time. Our total revenue was \$720.4 million, \$596.4 million and \$498.0 million in the years ended December 31, 2024, 2023 and 2022, respectively, representing year-over-year growth rates of 21% and 20%, respectively. We incurred operating losses of \$138.6 million, \$170.2 million and \$233.4 million in the years ended December 31, 2024, 2023 and 2022, respectively, and our net losses were \$95.4 million, \$137.4 million and \$232.1 million in the years ended December 31, 2024, 2023 and 2022, respectively.

## Macroeconomic and Other Factors

Current macroeconomic uncertainties, including inflationary pressures, significant volatility in global markets, and geopolitical developments have impacted and may continue to impact business spending and the overall economy, and in turn our business. These macroeconomic events could adversely affect demand for our products and services. For example, during fiscal 2024, our net dollar retention rate was adversely impacted by lower expansion within existing customers driven by macroeconomic pressures and we expect these pressures to persist for the foreseeable future. Additionally, foreign currency exchange rate fluctuations negatively impacted our revenue growth historically and volatility in the foreign currency market may still exist. For each of the years ended December 31, 2024, 2023, and 2022 we had approximately 27%, 27%, and 26%,

respectively, of revenue exposure related to the euro and British pound. If adverse conditions arise, they could have a material adverse impact on our results and our ability to accurately predict our future results and earnings.

Given our business model is primarily subscription-based, the effects of the macroeconomic conditions may not be fully reflected in our revenue until future periods. The ultimate impact on our business and operations remains highly uncertain, and it is not possible for us to predict the duration and extent to which this will affect our business, future results of operations, and financial condition. See the section titled “Risk Factors” for further discussion of the challenges and risks we have encountered and could encounter related to these macroeconomic events.

## **Key Factors Affecting Our Performance**

The growth and future success of our business depends on many factors. While each of these factors presents significant opportunities for our business, they also pose important challenges that we must successfully address in order to sustain our growth and improve our results of operations. For complete definitions of our key metrics, please refer to the section titled “Key Business Metrics” below.

### *Acquiring New Customers*

We will continue to invest in acquiring new customers across all of our products. We believe that our focus on offering products that delight our users facilitates our go-to-market strategy, which is designed to be product-led and self-service in nature, reducing the friction new customers have to overcome to adopt our products within their organization. Our approach to acquiring new customers allows us to benefit from user-driven, organic adoption of our products across organizations of all sizes, as well as enable our customers to standardize on our products across the organization. As of December 31, 2024 and 2023, we had more than 72,200 and 67,100 paying customers, respectively.

We have made and continue to make significant investments in strengthening our outbound sales motion to enable adoption of department-specific and organization-wide use cases for mid-market and enterprise customers. We believe that larger businesses can benefit from implementing multiple Freshworks products, as once they are a customer they are able to expand their use of these products. We define annual recurring revenue (ARR) as the sum total of the subscription, software license, and maintenance revenue we would contractually expect to recognize over the next 12 months from all customers at a point in time, assuming no increases, reductions, or cancellations in their subscriptions, and assuming that revenues are recognized ratably over the term of the contract. For monthly subscriptions, we take the recurring revenue run-rate of such subscriptions for the last month of the period and multiply it by 12 to get to ARR. While monthly subscribers as a group have historically maintained or increased their subscriptions over time, there is no guarantee that any particular customer on a monthly subscription will renew its subscription in any given month, and therefore the calculation of ARR for these monthly subscriptions may not accurately reflect revenue to be received over a 12-month period from such customers. As of December 31, 2024 and 2023, 22,558 and 20,261 of our customers contributed more than \$5,000 in ARR, respectively, demonstrating the broad appeal of our products to customers of all sizes and geographies, and as of December 31, 2024 and 2023, customers contributing more than \$5,000 in ARR represented 90% and 89% of total ARR, respectively. We believe that the number of customers that contribute more than \$5,000 in ARR is an indicator of our success in expanding upmarket to larger businesses.

We also run focused programs to acquire startup and incubator customers. These programs include free credits to use our products, and webinars and events specifically tailored to highlight the benefits of our products for these types of customers. By encouraging startups and incubators to use our products early on in their company’s lifecycle, we believe we have the opportunity to convert these organizations to paying customers and grow with these customers as they grow their businesses.

### *Retaining and Expanding Within Existing Customers*

Our business model relies on rapidly and efficiently landing new customers and expanding our relationships with them over time. We have experienced, and expect to continue to experience that, over time, a significant portion of our revenue growth will come from our existing customers expanding their usage of our products and buying additional products.

We measure the rate of expansion within our customer base using net dollar retention rate (as defined under *Key Business Metrics*), and we believe that our net dollar retention rate demonstrates our rate of expansion within our existing customer base. Our net dollar retention rate was 103% and 108% as of December 31, 2024 and December 31, 2023, respectively. On constant currency basis, our net dollar retention rate was 105% which was a decrease from prior year primarily due to lower expansion within existing customers driven by macroeconomic pressures offset by the addition of Device42 and a slight improvement in



our overall churn rate. These macroeconomic events could adversely affect demand for our products and services and we expect these pressures to persist for the foreseeable future

We have a significant opportunity to expand within our existing customer base and substantially increase the number of customers that purchase multiple Freshworks products. As of December 31, 2024, approximately 36% of our customers purchased two or more Freshworks products, which includes customers on our Freshdesk Omni and Freshsales Suite subscription plans counting as customers who purchased multiple products. These customers represented 46% of total ARR as of December 31, 2024, illustrating the large opportunity we have to sell additional products to our current customer base and drive growth.

We continue to increase the number of customers that have entered into larger subscriptions with us. We had approximately 3,053 customers each contributing \$50,000 or more in ARR as of December 31, 2024, representing an increase of 22% compared to 2,497 customers as of December 31, 2023. As of December 31, 2024 and December 31, 2023, customers contributing more than \$50,000 in ARR represented approximately 50% and 48% of total ARR, respectively. We believe that the number of customers contributing \$50,000 or more in ARR indicates the strategic importance of our products for our customers and our ability to both initially land significant accounts or grow customers into significant accounts over time. No single customer accounted for more than 1% of ARR and our top 10 customers represented less than 5% of ARR as of December 31, 2024, and we have no significant concentration in a specific industry vertical.

#### *Investing in Our Growth*

We believe that we are early in addressing our large market opportunity and we intend to continue to make investments to support the growth and expansion of our business. We have a track record of bringing new products to market and scaling these new products over time. As of December 31, 2024, we have two primary products with over \$100 million in ARR, Freshdesk and Freshservice. We intend to invest in growing our research and development team to extend the functionality of our solutions and continue to bring new solutions to market. Our investments in our Neo platform have helped us accelerate the pace of innovation.

We believe that our market remains largely underserved. We intend to invest aggressively in our direct and indirect sales and marketing capabilities, including investments in our outbound sales motion. We have been global from our earliest product sales and our global footprint continues to expand, with customers in approximately 170 countries. During the year ended December 31, 2024, 46%, 38%, and 16% of our revenue was derived from customers in North America; Europe, Middle East and Africa; and the rest of the world, respectively. We have a significant opportunity to further expand globally. We plan to support more languages, recruit partners, hire sales and customer service personnel in additional countries as needed, and expand our presence in countries where we already operate. A critical part of our go-to-market strategy has been our broad and diverse set of partners that enrich our offerings, scale our geographic coverage, and help us reach a broader audience than we would be able to reach on our own, thus amplifying our go-to-market investments. We plan to continue to invest in growing our partner ecosystem to fuel additional customer acquisition and expand use cases within our existing customer base.

We are also focused on attracting new talent and retaining our employees. Our culture is a critical part of our success, and attracting and retaining the best available talent will help us make customer delight easy and continue our growth trajectory.

#### **Key Business Metrics**

We monitor and review a number of metrics, including the following key metrics, to evaluate our business, measure our performance, identify trends affecting our business, formulate financial projections, and make strategic decisions. Key business metrics and our financial performance are impacted by various factors discussed below, including fluctuations in the value of foreign currencies relative to the U.S. dollar. We also review customer data used for calculating these key business metrics on an ongoing basis and make necessary modifications resulting from such review. We believe these key business metrics provide meaningful supplemental information for management and investors in assessing our operating performance.

	December 31,		
	2024	2023	2022
Number of customers contributing more than \$5,000 in ARR	22,558	20,261	17,722
ARR from customers contributing more than \$5,000 in ARR as a percent of total ARR	90 %	89 %	87 %
Net dollar retention rate	103 %	108 %	108 %

### *Number of Customers Contributing More Than \$5,000 in ARR*

We define our total customers contributing more than \$5,000 in annual recurring revenue (ARR) as of a particular date as the number of business entities or individuals, represented by a unique domain or a unique email address, with one or more paid subscriptions to one or more of our products that contributed more than \$5,000 in ARR. We believe that the number of customers that contribute more than \$5,000 in ARR is an indicator of our success in attracting, retaining, and expanding with larger businesses.

### *Net Dollar Retention Rate*

Our net dollar retention rate measures our ability to increase revenue across our existing customer base through expansion of users and products associated with a customer as offset by our churn and contraction in the number of users and products associated with a customer. To calculate net dollar retention rate as of a particular date, we first determine "Entering ARR," which is ARR from the population of our customers as of 12 months prior to the end of the reporting period. We then calculate the "Ending ARR" which is ARR from the same set of customers as of the end of the reporting period. We then divide the Ending ARR by the Entering ARR to arrive at our net dollar retention rate. Ending ARR includes upsells, cross-sells, renewals, and expansion as a result of acquisitions during the measurement period and is net of any contraction or attrition over this period.

We define ARR as the sum total of subscription, software license, and maintenance revenue we would contractually expect to recognize over the next 12 months from all customers at a point in time, assuming no increases, reductions, or cancellations in their subscriptions, and assuming that revenues are recognized ratably over the term of the contract. For monthly subscriptions, we take the recurring revenue run-rate of such subscriptions for the last month of the period and multiply it by 12 to get to ARR. While monthly subscribers as a group have historically maintained or increased their subscriptions over time, there is no guarantee that any particular customer on a monthly subscription will renew its subscription in any given month, and therefore the calculation of ARR for these monthly subscriptions may not accurately reflect revenue to be received over a 12-month period from such customers, and net dollar retention rate may reflect a higher rate than the actual rate if customers on monthly subscriptions choose not to renew during the course of the 12 months. Monthly subscriptions represented 14%, 17%, and 20% of ARR as of December 31, 2024, 2023 and 2022, respectively. The net dollar retention rate for customers on monthly contracts has generally been lower than our overall net dollar retention rate. In addition, as part of our regular review of customer data that includes reviewing customers purchasing our products via resellers so we can properly attribute them as end customers, we may make adjustments that could impact the calculation of net dollar retention rate.

Our net dollar retention rate was 103% and 108% as of December 31, 2024 and 2023, respectively. Net dollar retention rate decreased from prior year primarily due to lower expansion within existing customers driven by macroeconomic pressures and an unfavorable foreign currency impact, offset by the addition of Device42 and a slight improvement in our overall churn rate. We expect our net dollar retention rate could fluctuate in future periods due to a number of factors, including, but not limited to, difficult macroeconomic conditions, our expected growth, the level of penetration within our customer base, our ability to upsell and cross-sell products to existing customers, and our ability to retain our customers.

### **Critical Accounting Policies and Estimates**

Our consolidated financial statements are prepared in accordance with U.S. generally accepted accounting principles (GAAP). The preparation of these consolidated financial statements requires our management to make estimates, assumptions, and judgments that affect the reported amounts of assets, liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue, costs and expenses and related disclosures during the applicable periods. We base our estimates, assumptions, and judgments on historical experience and on various other factors that we believe to be reasonable under the circumstances. Different assumptions and judgments would change the estimates used in the preparation of our consolidated financial statements, which, in turn, could change the results from those reported. We evaluate our estimates, assumptions, and judgments on an ongoing basis.

Our significant accounting policies are discussed in detail in Note 2—Summary of Significant Accounting Policies, to the consolidated financial statements included in Item 8 of Part II of this 10-K. The critical accounting estimates, assumptions, and judgments that we believe have the most significant impact on our consolidated financial statements are described below.

### ***Revenue Recognition***

We derive revenue from subscription fees, related professional services, and following the acquisition of D42 Parent, Inc. in June 2024, software licenses. We sell subscriptions for our cloud-based solutions directly to customers and indirectly through channel partners through arrangements that are non-cancelable and non-refundable. Our subscription arrangements do not provide customers with the right to take possession of the software supporting the solutions and, as a result, are accounted for as

service arrangements. We also sell software licenses with associated maintenance and professional services based on product offerings introduced upon the acquisition of D42 Parent, Inc. in June 2024. Software license revenue is recognized upon making the software available to the customer and maintenance revenue is recognized as support and updates are provided, which is generally ratably over the contract term. We record revenue net of sales or value-added taxes.

#### ***Subscription Revenue***

Subscription revenue is primarily comprised of fees paid by our customers for accessing our cloud-based software during the term of the arrangement. Our cloud-based services allow customers to use the multi-tenant software without requiring them to take possession of the software. Given that access to the cloud-based software represents a series of distinct services that comprise a single performance obligation that is satisfied over time, subscription revenue is recognized ratably over the contract term beginning on the commencement date of each contract, which is the date that the cloud-based software is made available to customers.

#### ***Professional Services Revenue***

Professional services revenue is comprised of fees charged for services ranging from product configuration, data migration, systems integration and training. Professional services revenue is recognized as services are performed and represents less than 5% of total revenue.

#### ***Software License Revenue***

Software license revenue is generally sold as bundled arrangements that include the rights to a software license and maintenance and cloud-based software in some cases. Software license revenue consists of term licenses and is recognized upfront, upon making the software available to the customer. The associated software maintenance revenue is generally recognized ratably over the contract term as support and updates are provided to the customers over the term of the arrangement.

#### ***Customers with Multiple Performance Obligations***

Some of our contracts with customers contain both subscriptions, professional services and software licenses. For these contracts, we account for individual performance obligations separately. The transaction price is allocated to the separate performance obligations on the basis of relative standalone selling price (SSP). We determine SSP by taking into consideration historical selling price of these performance obligations in similar transactions, as well as current pricing practices and other observable inputs including, but not limited to, customer size and geography. As our go-to-market strategies evolve, we may modify our pricing practices in the future, which could result in changes to SSP.

Evaluating the terms and conditions of our customer contracts for appropriate revenue recognition and determining whether products and services are considered distinct performance obligations may require significant judgment. Judgment is also used to estimate the contract's transaction price and allocate it to each performance obligation.

#### ***Deferred Contract Acquisition Costs***

Deferred contract acquisition costs are incremental costs that are associated with acquiring customer contracts and consist primarily of sales commissions and the associated payroll taxes and certain referral fees paid to third party resellers. The costs incurred upon the execution of initial and expansion contracts are primarily deferred and amortized over an estimated benefit period of three years. The estimated benefit period is determined by taking into consideration our contracts with customers, technology life cycle and other factors. We consider the estimated benefit period to exceed the initial contract term for certain costs because of anticipated renewals and because sales commission rates for renewal contracts are not commensurate with sales commissions for initial contracts. Significant judgment is used to determine the benefit period by taking into consideration our technology life cycle and an estimated customer relationship period, including expected contract renewals.

#### ***Stock-Based Compensation***

We issue stock options and RSUs to employees, consultants, and directors, and stock purchase rights granted under the 2021 Employee Stock Purchase Plan (ESPP) to employees based on their estimated fair value on the date of the grant. Stock-based compensation expense related to stock options and ESPP is recognized in the consolidated statements of operations on a straight-line basis over the requisite service period, which is the vesting period of the respective awards. Forfeitures are accounted for when they occur.

Prior to our Initial Public Offering (IPO), we determined the fair value of the common stock underlying stock options and RSUs by considering numerous objective and subjective factors including, but not limited to: (i) independent third-party

valuations, (ii) the prices, rights, preferences, and privileges of our redeemable convertible preferred stock relative to its common stock, (iii) the lack of marketability of the common stock, (iv) current business conditions and financial projections, and (iv) the likelihood of achieving an IPO or sale event. Subsequent to the IPO, the fair values of stock options and the stock purchase rights under the ESPP are estimated using the Black-Scholes option-pricing model, which requires the input of highly subjective assumptions. These assumptions represent our best estimates and involve inherent uncertainties and the application of our judgment.

We also granted a performance-based award with both a service-based vesting condition and a market condition involving a certain range of stock price targets, and the fair value of such award was determined by using the Monte-Carlo simulation model. The associated stock-based compensation expense is recognized over the longer of the derived service period or the requisite service period, using the accelerated attribution method.

Changes in the assumptions, which are subjective and generally require significant analysis and judgment to develop, can materially affect the valuation of our equity awards and impact how much stock-based compensation expense is recognized.

### **Leases**

We determine whether an arrangement constitutes a lease and record lease liabilities and right-of-use assets on our consolidated balance sheets at the lease commencement date. Lease liabilities are measured based on the present value of the total lease payments not yet paid, discounted based on either the rate implicit in the lease or our incremental borrowing rate (the estimated rate we would be required to pay for a collateralized borrowing equal to the total lease payments over the term of the lease), whichever is more readily determinable. The incremental borrowing rate is based on an estimate of our expected unsecured borrowing rate for our notes, adjusted for tenor and collateralized security features. We estimate the incremental borrowing rate using yields for maturities that are in line with the duration of the lease payments.

### **Non-GAAP Financial Measures**

In addition to our results determined in accordance with GAAP, we believe the following non-GAAP financial measures are useful in evaluating our operating performance: non-GAAP income (loss) from operations, non-GAAP net income (loss), and free cash flow. We use these non-GAAP financial measures to evaluate our ongoing operations and for internal planning and forecasting purposes. We believe these non-GAAP financial measures may be helpful to investors because they provide consistency and comparability with past financial performance.

Non-GAAP financial measures have limitations in their usefulness to investors and should not be considered in isolation or as substitutes for financial information presented under GAAP. Non-GAAP financial measures have no standardized meaning prescribed by GAAP and are not prepared under any comprehensive set of accounting rules or principles. In addition, other companies, including companies in our industry, may calculate similarly titled non-GAAP financial measures differently or may use other measures to evaluate their performance, all of which could reduce the usefulness of our non-GAAP financial measures as tools for comparison. As a result, our non-GAAP financial measures are presented for supplemental informational purposes only.

We exclude the following items from one or more of our non-GAAP financial measures:

- *Stock-based compensation expense.* We exclude stock-based compensation, which is a non-cash expense, from certain of our non-GAAP financial measures because we believe that excluding this expense provides meaningful supplemental information regarding operational performance. In particular, stock-based compensation expense is not comparable across companies given the variety of valuation methodologies and assumptions.
- *Employer payroll taxes on employee stock transactions.* We exclude the amount of employer payroll taxes on equity awards from certain of our non-GAAP financial measures because they are dependent on our stock price at the time of vesting or exercise and other factors that are beyond our control and do not believe these expenses have a direct correlation to the operation of the business.
- *Amortization of acquired intangibles.* We exclude amortization of acquired intangibles, which is a non-cash expense, from certain of our non-GAAP financial measures. Our expenses for amortization of acquired intangibles are inconsistent in amount and frequency because they are significantly affected by the timing, size of acquisitions, and the allocation of purchase price. We exclude these amortization expenses because we do not believe these expenses have a direct correlation to the operating performance of our business.
- *Restructuring charges.* We exclude restructuring charges, which primarily consist of employee severance and other employee termination benefits associated with the restructuring plan initiated in November 2024, from our non-GAAP

financial measures, because we do not believe these expenses have a direct correlation to the operating performance of our business.

- *Income tax effect and adjustments.* We exclude the income tax effect of the above adjustments and income tax effect associated with acquisitions from our non-GAAP financial measures. We exclude these costs because we do not believe these expenses have a direct correlation to the operating performance of our business.

#### ***Non-GAAP Income (Loss) From Operations and Non-GAAP Net Income (Loss)***

We define non-GAAP income (loss) from operations as GAAP loss from operations excluding stock-based compensation expense, employer payroll taxes on employee stock transactions, amortization of acquired intangibles, and restructuring charges.

We define non-GAAP net income (loss) as GAAP net loss, excluding stock-based compensation expense, employer payroll taxes on employee stock transactions, amortization of acquired intangibles, and restructuring charges, and income tax adjustments.

The following tables present a reconciliation of our GAAP loss from operations to our non-GAAP income (loss) from operations and our GAAP net loss to our non-GAAP net income (loss) for each of the periods presented (in thousands):

#### ***Non-GAAP Income (Loss) from Operations***

	Year Ended December 31,		
	2024	2023	2022
Loss from operations	\$ (138,610)	\$ (170,172)	\$ (233,372)
Non-GAAP adjustments:			
Stock-based compensation expense	216,706	210,707	207,696
Employer payroll taxes on employee stock transactions	3,223	3,711	1,827
Amortization of acquired intangibles	8,160	303	1,591
Restructuring charges	9,664	—	—
Non-GAAP income (loss) from operations	<u>\$ 99,143</u>	<u>\$ 44,549</u>	<u>\$ (22,258)</u>

#### ***Non-GAAP Net Income (Loss)***

	Year Ended December 31,		
	2024	2023	2022
Net loss	\$ (95,368)	\$ (137,436)	\$ (232,132)
Non-GAAP adjustments:			
Stock-based compensation expense	216,706	210,707	207,696
Employer payroll taxes on employee stock transactions	3,223	3,711	1,827
Amortization of acquired intangibles	8,160	303	1,591
Restructuring charges	9,664	—	—
Income tax adjustments	(12,017)	1,398	1,978
Non-GAAP net income (loss)	<u>\$ 130,368</u>	<u>\$ 78,683</u>	<u>\$ (19,040)</u>

#### ***Free Cash Flow***

We define free cash flow as net cash provided by (used in) operating activities, less purchases of property and equipment, and capitalized internal-use software costs. We believe that free cash flow is a useful indicator of liquidity as it measures our ability to generate cash from our core operations after purchases of property and equipment. Free cash flow is a measure to determine, among other things, cash available for strategic initiatives, including further investments in our business and potential acquisitions of businesses.

The following table presents a reconciliation of free cash flow to net cash provided by (used in) operating activities, the most directly comparable measure calculated in accordance with GAAP for each of the periods presented (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Net cash provided by (used in) operating activities	\$ 160,646	\$ 86,178	\$ (2,525)
Less:			
Purchases of property and equipment	(9,177)	(2,069)	(7,129)
Capitalized internal-use software	(5,485)	(6,271)	(5,116)
Free cash flow, including restructuring costs <sup>(1)</sup>	<u>\$ 145,984</u>	<u>\$ 77,838</u>	<u>\$ (14,770)</u>
Net cash provided by (used in) investing activities	\$ 38,803	\$ 158,499	\$ (284,827)
Net cash used in financing activities	<u>\$ (67,260)</u>	<u>\$ (60,619)</u>	<u>\$ (156,354)</u>

<sup>(1)</sup> Free cash flow includes \$7.3 million of restructuring costs paid during the year ended December 31, 2024.

## Components of Our Results of Operations

### Revenue

Substantially all of our revenue is derived from subscriptions, which is comprised of fees paid by customers for accessing our cloud-based software products during the term of the subscription. Subscription revenue is recognized ratably over the contract term beginning on the commencement date of each subscription, which is the date that the cloud-based software is made available to customers. We also sell software licenses with associated maintenance and professional services based on product offerings introduced upon the acquisition of D42 Parent, Inc. in June 2024. Software license revenue is recognized upon making the software available to the customer and maintenance revenue is recognized as support and updates are provided, which is generally ratably over the contract term.

Professional services revenue comprises less than 5% of total revenue and includes fees charged for product configuration, data migration, systems integration, and training. Professional services revenue is recognized as services are performed.

We generally enter into subscription and software license agreements with our customers on monthly, annual, or multi-year terms and invoice customers in advance in either monthly or annual installments. Our payment terms generally require the customers to pay the invoiced amount in advance or within 30 days from the invoice date. Our maintenance and professional services are generally billed in advance along with the related subscription and software license arrangements.

### Cost of Revenue

Cost of revenue consists primarily of personnel-related expenses (including salaries, related benefits, and stock-based compensation expense) for employees associated with our cloud-based infrastructure, payment gateway fees, voice, product support, and professional services organizations, as well as costs for hosting capabilities. Cost of revenue also includes third-party license fees, amortization of acquired technology intangibles, amortization of capitalized internal-use software, and allocation of general overhead costs such as facilities and information technology.

We expect our cost of revenue to continue to increase in dollar amount as we invest additional resources in our cloud-based infrastructure and customer support and professional services organizations. However, our gross profit and gross margin may fluctuate from period to period due to the timing and extent of our investments in third-party hosting capacity, expansion of our cloud-based infrastructure, customer support, and professional services organizations, as well as the amortization of costs associated with capitalized internal-use software.

### Overhead Allocation

We allocate shared costs, such as facilities costs (including rent, utilities, and depreciation on capital expenditures related to facilities shared by multiple departments), information technology costs, and certain administrative personnel costs to all departments based on headcount and location. Allocated shared costs are reflected in each of the expense categories described below, in addition to cost of revenue as described above.

### Operating Expenses

**Research and Development.** Research and development expense consists primarily of personnel-related costs, including salaries, related benefits, and stock-based compensation expense for engineering and product development employees and

certain executives, software license fees, rental of office premises, third-party product development services and consulting expenses, and depreciation expense for equipment used in research and development activities. We capitalize a portion of our research and development expenses that meet the criteria for capitalization of internal-use software. All other research and development costs are expensed as incurred.

We believe that continued investment in our products is important for our growth, and as such, we expect that our research and development expenses will continue to increase in dollar amount for the foreseeable future, but such expenses as a percentage of revenue may fluctuate from period to period depending upon the timing and amount of these expenses.

**Sales and Marketing.** Sales and marketing expense consists primarily of personnel-related costs, including salaries, related benefits, and stock-based compensation expense for our sales personnel and certain executives, sales commissions for our sales force and reseller commissions for our channel sales partners, as well as costs associated with marketing activities, travel and entertainment costs, software license fees, and rental of office premises. Sales commissions that are considered incremental costs incurred to obtain contracts with customers, are deferred and amortized over the benefit period of three years. Marketing activities include online lead generation, advertising, and promotional events.

We expect to continue to make significant investments as we expand our customer acquisition, retention efforts and marketing events and associated business travel. As a result, we expect that our sales and marketing expenses will continue to increase in dollar amount for the foreseeable future, however, we expect it to decline as a percentage of revenue over the longer term. This percentage may fluctuate from period to period depending upon the timing and amount of these expenses.

**General and Administrative.** General and administrative expense consists primarily of personnel-related costs, including salaries, related benefits, and stock-based compensation expense for certain executives and other general and administrative personnel, third-party professional services fees, costs of director and officer insurance, and costs associated with acquisitions of businesses, software license fees, and rental of office premises.

We expect to increase personnel-related and professional service expenses associated with ongoing compliance and reporting obligations and costs to broaden our IT related infrastructure. Our general and administrative expenses are expected to continue to increase in dollar amount for the foreseeable future, however, we expect it to decline as a percentage of revenue over the longer term. This percentage may fluctuate from period to period depending upon the timing and amount of our general and administrative expenses.

**Restructuring Charges.** Restructuring charges primarily consist of employee severance and other employee termination benefits associated with the restructuring plan that we initiated in November 2024. Refer to Note 13—Restructuring Charges of our consolidated financial statements included elsewhere in this Annual Report on Form 10-K for additional information.

#### ***Interest and Other Income, Net***

Interest and other income, net primarily consists of interest income from our investment portfolios, amortization of premium or discount on marketable securities, and foreign currency gains and losses.

#### ***Provision for Income Taxes***

Provision for income taxes consists primarily of income taxes related to U.S. states and foreign jurisdictions in which we conduct business. We maintain a full valuation allowance on our U.S. federal and state net deferred tax assets as we have concluded that it is not more likely than not that the deferred tax assets will be realized. Provision for income taxes could also include changes in valuation allowance. Our effective tax rate is affected by tax rates in foreign jurisdictions and the relative amounts of income we earn in those jurisdictions, as well as non-deductible expenses, such as stock-based compensation, and changes in our valuation allowance.



## Results of Operations

The following tables set forth our consolidated statements of operations data for the periods presented (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Revenue	\$ 720,420	\$ 596,432	\$ 497,999
Cost of revenue <sup>(1)</sup>	113,330	103,369	95,772
Gross profit	607,090	493,063	402,227
Operating expenses:			
Research and development <sup>(1)</sup>	164,590	137,756	135,543
Sales and marketing <sup>(1)</sup>	390,817	357,781	343,207
General and administrative <sup>(1)</sup>	180,629	167,698	156,849
Restructuring charges	9,664	—	—
Total operating expenses	745,700	663,235	635,599
Loss from operations	(138,610)	(170,172)	(233,372)
Interest and other income, net	47,773	46,403	12,582
Loss before income taxes	(90,837)	(123,769)	(220,790)
Provision for income taxes	4,531	13,667	11,342
Net loss	\$ (95,368)	\$ (137,436)	\$ (232,132)

(1) Includes stock-based compensation expense as follows:

	Year Ended December 31,		
	2024	2023	2022
Cost of revenue	\$ 6,565	\$ 6,774	\$ 7,039
Research and development <sup>(1)</sup>	41,512	37,524	36,413
Sales and marketing <sup>(2)</sup>	63,219	66,755	64,328
General and administration <sup>(3)</sup>	105,410	99,654	99,916
Total stock-based compensation expense	\$ 216,706	\$ 210,707	\$ 207,696

(1) Stock-based compensation expense recorded to research and development in the consolidated statements of operations excludes amounts that were capitalized for internal-use software.

(2) Sales and marketing expense for the years ended December 31, 2024, 2023, and 2022 includes \$6.5 million, \$9.6 million, and \$3.2 million, respectively, of stock-based compensation expense associated with RSUs, PRSUs and options granted to the President. After the appointment of the President as our Chief Executive Officer, stock-based compensation expenses were included in General and Administrative.

(3) General and administrative expense includes stock-based compensation expense associated with RSUs and PRSUs primarily granted to the Executive Chairman of \$50.4 million, \$55.9 million and \$55.9 million for the years ended December 31, 2024, 2023 and 2022, respectively.

The following table sets forth our consolidated statements of operations for the periods presented, as a percentage of revenue:

	Year Ended December 31,		
	2024	2023	2022
Revenue	100 %	100 %	100 %
Cost of revenue	16	17	19
Gross profit	84	83	81
Operating expense:			
Research and development	23	23	27
Sales and marketing	54	60	69
General administrative	25	29	32
Restructuring charges	2	—	—
Total operating expenses	104	112	128
Loss from operations	(20)	(29)	(47)
Interest and other income, net	7	8	2
Loss before income taxes	(13)	(21)	(45)
Provision for income taxes	1	2	2
Net loss	(14)%	(23)%	(47)%

### Comparison of Fiscal Years Ended December 31, 2024 and 2023

#### Revenue

	Year Ended December 31,		Change	
	2024	2023	\$	%
	(dollars in thousands)			
Subscription services, software licenses and maintenance	\$ 710,744	\$ 582,868	\$ 127,876	22 %
Professional services	\$ 9,676	\$ 13,564	\$ (3,888)	(29 %)
Total revenue	\$ 720,420	\$ 596,432	\$ 123,988	21 %

Revenue increased by \$124.0 million, or 21%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. Of the total increase in revenue, approximately \$74.3 million was attributable to revenue from existing customers as of December 31, 2023, net of contraction and churn, and approximately \$49.7 million was attributable to revenue from new customers acquired during the year ended December 31, 2024, net of contraction and churn, as well as all revenue from D42 Parent, Inc. during the year. Our net dollar retention rate of 103% for the year ended December 31, 2024 reflects the expansion within existing customers and the sale of additional products to these customers.

#### Cost of Revenue and Gross Margin

	Year Ended December 31,		Change	
	2024	2023	\$	%
	(dollars in thousands)			
Cost of revenue	\$ 113,330	\$ 103,369	\$ 9,961	10 %
Gross margin	84 %	83 %		

Cost of revenue increased by \$10.0 million, or 10%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. This increase was primarily due to increases of \$2.8 million in amortization of developed technology, \$1.8 million in software license fees, \$1.6 million in third-party hosting costs, \$1.3 million in professional service fees, and \$1.2 million in personnel-related costs. Our gross margin increased to 84% from 83% as we increased revenue and realized benefits from economies of scale primarily related to our third-party hosting costs.

## Operating Expenses

	Year Ended December 31,		Change	
	2024	2023	\$	%
	(dollars in thousands)			
Research and development	\$ 164,590	\$ 137,756	\$ 26,834	19 %
Sales and marketing	390,817	357,781	33,036	9 %
General and administrative	180,629	167,698	12,931	8 %
Restructuring charges	9,664	—	9,664	100 %
Total operating expenses	<u>\$ 745,700</u>	<u>\$ 663,235</u>	<u>\$ 82,465</u>	

The increases in our operating expenses in the year ended December 31, 2024 compared to the year ended December 31, 2023 were primarily driven by increases in personnel-related costs due to annual compensation adjustments, net of certain changes in employee incentives, changes in stock-based compensation expense, and increases in advertising, marketing and branding expenses and professional service fees.

### Research and Development

Research and development expense increased by \$26.8 million, or 19%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. This increase was primarily due to increases of \$17.8 million in personnel-related costs due to compensation adjustments, \$4.0 million in stock-based compensation expense, and \$2.2 million in software license and third-party hosting fees.

### Sales and Marketing

Sales and marketing expense increased by \$33.0 million, or 9%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. This increase was primarily due to increases of \$16.9 million in personnel-related costs due to compensation adjustments, \$4.7 million amortization of acquired intangible assets, \$4.0 million in advertising, branding and event costs, \$2.7 million in travel related expenses for events, \$2.3 million in reseller commissions, \$2.3 million in professional services fees, and \$1.3 million in software license fees, partially offset by a decrease of \$3.5 million in stock-based compensation expense.

### General and Administrative

General and administrative expense increased by \$12.9 million, or 8%, for the year ended December 31, 2024 compared to the year ended December 31, 2023. This increase was primarily due to increases of \$7.1 million in personnel-related costs due to compensation adjustments, \$5.8 million in stock-based compensation expenses, \$1.1 million in professional services fees, comprised primarily of legal, accounting, and consulting fees, partially offset by decreases of \$1.7 million in tax reserves in accordance with ASC 450 and \$1.6 million in directors and officers insurance.

### Restructuring Charges

Restructuring charges of \$9.7 million for the year ended December 31, 2024, consisted of employee severance and termination benefits related to a restructuring plan that we initiated in November 2024.

## Interest and Other Income, Net

	Year Ended December 31,		Change	
	2024	2023	\$	%
	(dollars in thousands)			
Interest income	\$ 51,696	\$ 45,895	\$ 5,801	13 %
Other income (expense) net	(3,923)	508	(4,431)	*
Interest and other income, net	<u>\$ 47,773</u>	<u>\$ 46,403</u>	<u>\$ 1,370</u>	3 %

- *not meaningful*

Interest income increased by \$5.8 million primarily due to higher interest rates and increased interest income earned on larger balances maintained in our marketable securities portfolios.

Other income (expense), net changed by \$4.4 million, primarily due to an unfavorable impact from changes in British pound against the U.S. dollar.

### *Provision for Income Taxes*

	Year Ended December 31,		Change	
	2024	2023	\$	%
	(dollars in thousands)			
Provision for income taxes	\$ 4,531	\$ 13,667	\$ (9,136)	(67 %)

We are subject to federal and state income taxes in the United States and taxes in foreign jurisdictions. For the years ended December 31, 2024 and 2023, we recorded a provision for income taxes of \$4.5 million, and \$13.7 million, respectively, on loss before taxes of \$90.8 million and \$123.8 million, respectively. The effective tax rates for the years ended December 31, 2024 and 2023 were (5.0)% and (11.0)% respectively. The effective tax rates differ from the statutory rate of 21% primarily due to nondeductible compensation and change in the valuation allowance. The \$9.1 million decrease in tax expense was primarily related to the tax benefit of \$14.3 million from D42 Parent, Inc. acquisition, partially offset by higher tax expenses due to higher pre-tax earnings from foreign subsidiaries.

### **Liquidity and Capital Resources**

As of December 31, 2024 our principal sources of liquidity were cash and cash equivalents of \$620.3 million and marketable securities of \$449.8 million, which were primarily held for working capital resources. As of December 31, 2024, we had an accumulated deficit of \$3.7 billion. Our operating activities resulted in cash inflows of \$160.6 million for the year ended December 31, 2024.

As of December 31, 2024, we did not have any relationships with unconsolidated organizations or financial partnerships, such as structured finance or special purpose entities that would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Our material cash requirements from known contractual obligations consists of our obligations under operating leases for office space and contractual obligations for third-party cloud infrastructure. See Item 8 of Part I, "Financial Statements and Supplementary Data — Note 8—Leases and Note 9—Commitments and Contingencies" for additional discussion of our principal contractual commitments.

In November 2024, our board of directors approved the share repurchase program, which authorized the repurchase of up to \$400 million of our outstanding Class A common stock. Under the repurchase program, we may repurchase shares of our outstanding Class A common stock from time to time in the open market, through privately negotiated transactions and/or other means in compliance with the Exchange Act and the rules and regulations thereunder. Open market repurchases may be structured to occur in accordance with the requirements of Rule 10b-18 under the Exchange Act. We may also, from time to time, enter into Rule 10b5-1 plans to facilitate repurchases of shares of common stock under this authorization. The timing, manner, price, and amount of any repurchases will be determined by us at our discretion, and will depend on a variety of factors, including business, economic and market conditions, prevailing stock prices, corporate and regulatory requirements, and other considerations. The repurchase program may be suspended or discontinued at any time. For the year ended December 31, 2024, we repurchased a total of 985,234 shares of Class A common stock under this program in open market transactions for an aggregate purchase price of \$15.5 million. As of December 31, 2024, \$384.5 million remained available for future share repurchases.

We believe our existing sources of liquidity will be sufficient to meet our working capital and capital expenditure needs for at least the next 12 months. We believe we will meet longer term expected future cash requirements and obligations through a combination of our existing cash available balances, cash flow from operations, and issuances of equity securities or debt offerings, as needed. Our future capital requirements will depend on many factors, including the rate of our revenue growth, the timing and extent of spending on research and development efforts, the expansion of sales and marketing activities, the introduction of new and enhanced product offerings, and other business initiatives and the continuing market adoption of our products. We may in the future enter into arrangements to acquire or invest in complementary businesses, services, and technologies, including intellectual property rights. We may be required to seek additional equity or debt financing in connection with such activities. If we raise additional funds through the incurrence of indebtedness, such indebtedness may have rights that are senior to holders of our equity securities and could contain covenants that restrict our operational flexibility. Any additional equity or convertible debt financing may be dilutive to stockholders. In the event that additional financing is required from outside sources, we may not be able to raise such financing on terms acceptable to us or at all.

## Cash Flows

The following table summarizes our cash flows for the periods presented (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Net cash provided by operating activities	\$ 160,646	\$ 86,178	\$ (2,525)
Net cash provided by investing activities	\$ 38,803	\$ 158,499	\$ (284,827)
Net cash used in financing activities	\$ (67,260)	\$ (60,619)	\$ (156,354)

### Operating Activities

Net cash provided by operating activities of \$160.6 million for the year ended December 31, 2024 reflects our net loss of \$95.4 million, adjusted for non-cash items such as stock-based compensation of \$216.7 million, amortization of deferred contract acquisition costs of \$28.6 million, depreciation and amortization of \$19.4 million, non-cash lease expense of \$8.8 million, offset by \$16.0 million from discount amortization on marketable securities and \$12.6 million from changes in deferred income taxes. Additionally, net cash inflows from changes in operating assets and liabilities were \$9.7 million. The net cash inflows from changes in operating assets and liabilities were due to increases of operating liabilities of \$54.8 million in deferred revenue and \$14.5 million in accrued and other liabilities; partially offset by increases in operating assets of \$34.5 million in deferred contract acquisition costs, \$17.1 million in accounts receivable, \$1.4 million in prepaid expenses and other assets and decreases of operating liabilities of \$4.3 million in operating lease liabilities and \$2.2 million in accounts payable.

Net cash provided by operating activities of \$86.2 million for the year ended December 31, 2023 reflects our net loss of \$137.4 million, adjusted for non-cash items such as stock-based compensation of \$210.7 million, depreciation and amortization of \$12.1 million, amortization of deferred contract acquisition costs of \$24.0 million, non-cash lease expense of \$7.7 million, premium amortization on marketable securities of \$15.7 million, and net cash outflows of \$14.1 million from changes in operating assets and liabilities. The net cash outflows from changes in operating assets and liabilities were due to increases of operating assets of \$27.0 million in deferred contract acquisition costs, \$27.0 million in accounts receivable, \$7.4 million in prepaid expenses and other assets and decreases of \$12.9 million in operating lease liabilities and \$2.4 million in accounts payable; partially offset by increases in operating liabilities of \$60.8 million in deferred revenue and \$1.8 million in accrued and other liabilities.

### Investing Activities

Net cash provided by investing activities of \$38.8 million for the year ended December 31, 2024 consisted of \$267.1 million in proceeds from maturities and sales, net of purchases of marketable securities; partially offset by \$213.9 million cash paid for the business combination, net of cash acquired, \$8.9 million in purchases, net of proceeds from sale, of property and equipment, and \$5.5 million related to the capitalization of internal-use software.

Net cash provided by investing activities of \$158.5 million for the year ended December 31, 2023 consisted of \$166.7 million in proceeds from maturities and sales, net of purchases of marketable securities; partially offset by \$2.0 million in purchases, net of proceeds from sale of property and equipment, and \$6.3 million related to the capitalization of internal-use software.

### Financing Activities

Net cash used in financing activities of \$67.3 million for the year ended December 31, 2024 consisted primarily of \$60.3 million in payment of withholding taxes on net share settlement of equity awards, \$13.7 million cash paid to repurchase shares of our common stock; partially offset by \$6.6 million in proceeds from issuance of common stock under our employee stock purchase plan, net.

Net cash used in financing activities of \$60.6 million for the year ended December 31, 2023 consisted primarily of \$68.0 million in payment of withholding taxes on net share settlement of equity awards, partially offset by \$7.3 million in proceeds from issuance of common stock under our employee stock purchase plan, net.

### Recent Accounting Pronouncements

See “Summary of Significant Accounting Policies” in Note 2 of the notes to our consolidated financial statements for more information.

**Item 7A. Quantitative and Qualitative Disclosures about Market Risk**

We are exposed to certain market risks in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily a result of fluctuations in foreign currency exchange rates and interest rates.

***Foreign Currency Exchange Risk***

The functional currency of our foreign subsidiaries is the U.S. dollar. The majority of our sales are derived in U.S. dollars. Our operating expenses incurred by our foreign subsidiaries are denominated in their respective local currencies, and remeasured at the exchange rates in effect on the transaction date. Additionally, fluctuations in foreign exchange rates may result in the recognition of transaction gains and losses in our consolidated statements of operations. Our consolidated results of operations and cash flows are, therefore, subject to foreign exchange rate fluctuations, particularly changes in the Indian rupee, British pound and euro, and may be adversely affected in the future due to changes in foreign exchange rates. Based on a sensitivity analysis we have performed as of December 31, 2024, a hypothetical 10% foreign currency exchange rate change applied to total monetary assets and liabilities denominated in currencies other than the U.S. dollar would result in a gain or loss of approximately \$8.1 million.

Starting in 2023, to reduce the risk that our earnings and cash flows will be adversely affected by changes in exchange rates, we entered into foreign exchange forward contracts to hedge a portion of our forecasted foreign currency expenses denominated in Indian rupee. Gains or losses on these contracts are generally recognized in income at the time the related transactions being hedged are recognized. As of December 31, 2024, the total notional amount of outstanding designated foreign currency forward contracts was \$50.5 million. The fair value of derivative assets and liabilities as of December 31, 2024, and all related unrealized and realized gains and losses during the year ended December 31, 2024 were not material.

We do not use foreign exchange contracts for speculative trading purposes and we may enter into other hedging transactions in the future if our exposure to foreign currency becomes more significant. We monitor our exposures in other currencies and assess the need to utilize financial instruments to hedge currency exposures on an ongoing basis.

***Interest Rate Risk***

Our cash, cash equivalents, and marketable securities primarily consist of deposits held at financial institutions, highly liquid money market funds, and investments in U.S. treasury securities, U.S. government agency securities, corporate bonds and commercial paper. We had cash and cash equivalents of \$620.3 million and marketable securities of \$449.8 million as of December 31, 2024. We do not enter into investments for trading and speculative purposes. The carrying amount of our cash equivalents reasonably approximate fair value, due to the maturities of three months or less of these instruments. Our investments are subject to market risk due to changes in interest rates, which may affect our interest income and the fair value of our investments. Fixed rate securities may have their market value adversely affected due to a rise in interest rates. Due in part to these factors, our future investment income may fall short of our expectations due to changes in interest rates or we may suffer losses in principal if we are forced to sell securities that decline in market value due to changes in interest rates. However, because we classify our marketable securities as “available for sale,” no gains or losses are recognized due to changes in interest rates unless such securities are sold prior to maturity or declines in fair value are determined to be other-than-temporary.

Based on an interest rate sensitivity analysis we have performed as of December 31, 2024, a hypothetical 100 basis points favorable or adverse movement in interest rates would not have a material effect in the combined market value of our cash and cash equivalents and marketable securities.

Item 8. Financial Statements and Supplementary Data

Index to Consolidated Financial Statements

	Page No.
<a href="#">Report of Independent Registered Public Accounting Firm</a> (PCAOB ID 34)	<a href="#">67</a>
<a href="#">Consolidated Balance Sheets</a>	<a href="#">70</a>
<a href="#">Consolidated Statements of Operations</a>	<a href="#">72</a>
<a href="#">Consolidated Statements of Comprehensive Loss</a>	<a href="#">73</a>
<a href="#">Consolidated Statements of Stockholders' Equity</a>	<a href="#">74</a>
<a href="#">Consolidated Statements of Cash Flows</a>	<a href="#">75</a>
<a href="#">Notes to Consolidated Financial Statements</a>	<a href="#">77</a>



## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Freshworks Inc.

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Freshworks Inc. and subsidiaries (the "Company") as of December 31, 2024 and 2023, the related consolidated statements of operations, comprehensive loss, stockholders' equity, and cash flows, for each of the three years in the period ended December 31, 2024, and the related notes (collectively, referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and cash flows for each of the three years in the period ended December 31, 2024, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 20, 2025, expressed an unqualified opinion on the Company's internal control over financial reporting.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

#### ***Revenue — Refer to Note 2 and Note 10 to the financial statements***

##### *Critical Audit Matter Description*

The Company predominately derives its revenue from subscription contracts providing access to the Company's cloud-based software solutions and related professional services. The Company's cloud-based software solutions allow customers to use the software without requiring them to take possession of the software and, as a result, are recognized ratably over the contract term. In some cases, the Company will negotiate contractual terms and conditions with customers that deviate from the standard contractual terms and conditions ("non-standard contracts").

We determined the identification of performance obligations in non-standard contracts to be a critical audit matter. Significant auditor judgment was required to audit the evaluation of the Company's assessment of the identification of distinct performance obligations in non-standard contracts.

*How the Critical Audit Matter Was Addressed in the Audit*

Our audit procedures related to evaluating the Company's assessment of the identification of distinct performance obligations in non-standard contracts included the following, among others:

- We obtained an understanding of the Company's process for reviewing non-standard contracts and tested the effectiveness of internal controls related to the review of contract terms and identification of distinct performance obligations.
- We selected a sample of non-standard contracts and performed the following:
  - Obtained and reviewed the non-standard contracts and other documents (i.e., purchase orders and invoices) that were part of the arrangement.
  - Tested management's identification and evaluation of distinct performance obligations.

/s/ Deloitte & Touche LLP

San Jose, California  
February 20, 2025

We have served as the Company's auditor since 2018.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Freshworks Inc.

### Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Freshworks Inc. and subsidiaries (the “Company”) as of December 31, 2024, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control — Integrated Framework (2013) issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2024, of the Company and our report dated February 20, 2025, expressed an unqualified opinion on those financial statements.

As described in *Management’s Report on Internal Controls over Financial Reporting*, management excluded from its assessment the internal control over financial reporting at D42 Parent Inc., which was acquired on June 6, 2024, and whose financial statements constitute less than 2% of consolidated total assets and approximately 3% of consolidated revenues of the consolidated financial statement amounts as of and for the year ended December 31, 2024. Accordingly, our audit did not include the internal control over financial reporting at D42 Parent, Inc.

### Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management’s Report on Internal Control over Financial Reporting*. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

San Jose, California  
February 20, 2025

# Consolidated Financial Statements

## FRESHWORKS INC. CONSOLIDATED BALANCE SHEETS (in thousands, except share and per share amounts)

	December 31,	
	2024	2023
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 620,315	\$ 488,12
Marketable securities	449,750	699,50
Accounts receivable, net of allowance of \$8,885 and \$8,562	122,910	97,17
Deferred contract acquisition costs	26,106	22,90
Prepaid expenses and other current assets	46,346	47,83
Total current assets	1,265,427	1,355,54
Property and equipment, net	25,893	22,74
Operating lease right-of-use assets	36,891	32,74
Deferred contract acquisition costs, noncurrent	22,534	19,76
Goodwill	147,014	6,18
Intangible assets, net	90,840	—
Deferred tax assets	8,499	10,01
Other assets	14,786	9,77
Total assets	\$ 1,611,884	\$ 1,456,77
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 1,619	\$ 3,48
Accrued liabilities	81,933	56,60
Deferred revenue	323,435	266,39
Income tax payable	728	72
Total current liabilities	407,715	327,21
Operating lease liabilities, non-current	30,221	26,79
Other liabilities	36,027	30,50
Total liabilities	473,963	384,51
Commitments and contingencies (Note 9)		
Stockholders' equity:		
Preferred stock, \$0.00001 par value per share; 10,000,000 shares authorized as of December 31, 2024 and 2023, respectively; zero shares issued and outstanding as of December 31, 2024 and 2023	—	—
Class A common stock, \$0.00001 par value per share; 1,000,000,000 shares authorized as of December 31, 2024 and 2023; 244,965,000 and 208,940,016 shares issued and outstanding as of December 31, 2024 and 2023, respectively	2	
Class B common stock, \$0.00001 par value per share; 350,000,000 shares authorized as of December 31, 2024 and 2023; 58,417,396 and 87,754,921 shares issued and outstanding as of December 31, 2024 and 2023, respectively	1	

FRESHWORKS INC.  
CONSOLIDATED BALANCE SHEETS  
*(in thousands, except share and per share amounts)*

	December 31,	
	2024	2023
Additional paid-in capital	4,874,133	4,713,522
Accumulated other comprehensive loss	(338)	(754)
Accumulated deficit	(3,735,877)	(3,640,509)
Total stockholders' equity	1,137,921	1,072,262
Total liabilities and stockholders' equity	\$ 1,611,884	\$ 1,456,772

*The accompanying notes are an integral part of these consolidated financial statements.*

**FRESHWORKS INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
*(in thousands, except per share amounts)*

	Year Ended December 31,		
	2024	2023	2022
Revenue	\$ 720,420	\$ 596,432	\$ 497,999
Cost of revenue	113,330	103,369	95,772
Gross profit	607,090	493,063	402,227
Operating expense:			
Research and development	164,590	137,756	135,543
Sales and marketing	390,817	357,781	343,207
General and administrative	180,629	167,698	156,849
Restructuring charges	9,664	—	—
Total operating expenses	745,700	663,235	635,599
Loss from operations	(138,610)	(170,172)	(233,372)
Interest and other income, net	47,773	46,403	12,582
Loss before income taxes	(90,837)	(123,769)	(220,790)
Provision for income taxes	4,531	13,667	11,342
Net loss	(95,368)	(137,436)	(232,132)
Net loss attributable to common stockholders	\$ (95,368)	\$ (137,436)	\$ (232,132)
Net loss per share attributable to common stockholders - basic and diluted	\$ (0.32)	\$ (0.47)	\$ (0.82)
Weighted-average shares used in computing net loss per share attributable to common stockholders - basic and diluted	300,843	293,087	284,587

*The accompanying notes are an integral part of these consolidated financial statements.*

FRESHWORKS INC.  
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS  
(in thousands)

	Year Ended December 31,		
	2024	2023	2022
Net loss	\$ (95,368)	\$ (137,436)	\$ (232,132)
Other comprehensive income (loss), net of taxes:			
Changes in unrealized loss on marketable securities	1,310	7,105	(6,684)
Net change on cash flow hedging	(894)	(428)	—
Total other comprehensive income (loss), net of taxes:	\$ 416	\$ 6,677	\$ (6,684)
Comprehensive loss	\$ (94,952)	\$ (130,759)	\$ (238,816)

The accompanying notes are an integral part of these consolidated financial statements.



**FRESHWORKS INC.**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
*(in thousands)*

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' (Deficit) Equity
	Shares	Amount				
Balances as of January 1, 2022	273,294	\$ 3	\$ 4,509,724	\$ (747)	\$ (3,270,941)	\$ 1,238,039
Issuance of common stock upon exercise of stock options	407	—	109	—	—	109
Issuance of common stock upon vesting and settlement of restricted stock units, net of shares withheld for tax purposes	14,570	—	(167,745)	—	—	(167,745)
Issuance of common stock under employee stock purchase plan, net of shares withheld and retired for taxes	822	—	10,870	—	—	10,870
Stock-based compensation	—	—	209,361	—	—	209,361
Unrealized loss on marketable securities	—	—	—	(6,684)	—	(6,684)
Net loss	—	—	—	—	(232,132)	(232,132)
Balances as of December 31, 2022	289,093	3	4,562,319	(7,431)	(3,503,073)	1,051,818
Issuance of common stock upon exercise of stock options	360	—	88	—	—	88
Issuance of common stock upon vesting and settlement of restricted stock units, net of shares withheld for tax purposes	6,615	—	(68,621)	—	—	(68,621)
Issuance of common stock under employee stock purchase plan, net of shares withheld and retired for taxes	627	—	7,271	—	—	7,271
Stock-based compensation	—	—	212,465	—	—	212,465
Unrealized loss on marketable securities	—	—	—	6,677	—	6,677
Net loss	—	—	—	—	(137,436)	(137,436)
Balances as of December 31, 2023	296,695	3	4,713,522	(754)	(3,640,509)	1,072,262
Issuance of common stock upon exercise of stock options	338	—	89	—	—	89
Issuance of common stock and options in connection with acquisition	687	—	12,874	—	—	12,874
Issuance of common stock upon vesting and settlement of restricted stock units, net of shares withheld for tax purposes	6,078	—	(59,629)	—	—	(59,629)
Issuance of common stock under employee stock purchase plan, net of shares withheld and retired for taxes	569	—	6,643	—	—	6,643
Repurchase and retirement of common stock	(985)	—	(15,535)	—	—	(15,535)
Stock-based compensation	—	—	216,169	—	—	216,169
Other comprehensive income	—	—	—	416	—	416
Net loss	—	—	—	—	(95,368)	(95,368)
Balances as of December 31, 2024	303,382	\$ 3	\$ 4,874,133	\$ (338)	\$ (3,735,877)	\$ 1,137,921

*The accompanying notes are an integral part of these consolidated financial statements.*

**FRESHWORKS INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
*(in thousands)*

	Year Ended December 31,		
	2024	2023	2022
<b>Cash Flows Operating Activities:</b>			
Net loss	\$ (95,368)	\$ (137,436)	\$ (232,132)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation and amortization	19,415	12,144	11,504
Amortization of deferred contract acquisition costs	28,556	23,965	18,532
Non-cash lease expense	8,842	7,736	6,195
Stock-based compensation	216,706	210,707	207,696
Discount on amortization on marketable securities	(15,992)	(15,652)	(1,627)
Deferred income taxes	(12,642)	(1,322)	(2,405)
Other	1,397	119	816
Changes in operating assets and liabilities:			
Accounts receivable	(17,145)	(26,982)	(18,892)
Deferred contract acquisition costs	(34,524)	(26,962)	(28,560)
Prepaid expenses and other assets	(1,393)	(7,411)	(8,141)
Accounts payable	(2,204)	(2,423)	77
Accrued and other liabilities	14,454	1,839	7,746
Deferred revenue	54,808	60,773	45,453
Operating lease liabilities	(4,264)	(12,917)	(8,787)
<b>Net cash provided by (used in) operating activities</b>	<b>160,646</b>	<b>86,178</b>	<b>(2,525)</b>
<b>Cash Flows from Investing Activities:</b>			
Purchases of property and equipment	(9,177)	(2,069)	(7,129)
Proceeds from sale of property and equipment	279	110	137
Capitalized internal-use software	(5,485)	(6,271)	(5,116)
Purchases of marketable securities	(620,573)	(842,803)	(848,560)
Sales of marketable securities	—	—	92,786
Maturities and redemptions of marketable securities	887,664	1,009,532	483,055
Business combination, net of cash acquired	(213,905)	—	—
<b>Net cash provided by (used in) investing activities</b>	<b>38,803</b>	<b>158,499</b>	<b>(284,827)</b>
<b>Cash Flows from Financing Activities:</b>			
Proceeds from issuance of common stock under employee stock purchase plan, net	6,643	7,271	10,870
Proceeds from exercise of stock options	89	88	109
Payment of withholding taxes on net share settlement of equity awards	(60,299)	(67,978)	(167,224)
Payment of deferred offering costs	—	—	(109)
Repurchase of common stock	(13,693)	—	—
<b>Net cash used in financing activities</b>	<b>(67,260)</b>	<b>(60,619)</b>	<b>(156,354)</b>
Net increase (decrease) in cash, cash equivalents and restricted cash	132,189	184,058	(443,706)
Cash, cash equivalents and restricted cash, beginning of period	488,216	304,158	747,864
<b>Cash, cash equivalents and restricted cash, end of period</b>	<b>\$ 620,405</b>	<b>\$ 488,216</b>	<b>\$ 304,158</b>
<b>Reconciliation of cash, cash equivalents and restricted cash to consolidated balance sheets:</b>			
Cash and cash equivalents	\$ 620,315	\$ 488,121	\$ 304,083
Restricted cash included in prepaid expenses and other current assets	3	—	3
Restricted cash included in other assets	87	95	72
<b>Total cash, cash equivalents and restricted cash</b>	<b>\$ 620,405</b>	<b>\$ 488,216</b>	<b>\$ 304,158</b>

<b>Supplemental cash flow information:</b>					
Cash paid for taxes	\$	11,949	\$	12,034	\$ 13,412
<b>Non-cash investing and financing activities:</b>					
Operating lease right-of-use assets obtained in exchange for operating lease obligations	\$	13,275	\$	7,461	\$ 14,903
Stock-based compensation capitalized as internal-use software	\$	1,358	\$	1,758	\$ 1,665
Issuance of common stock and options in connection with acquisition	\$	12,874	\$	—	\$ —
Payables related to unsettled common stock repurchases	\$	1,840	\$	—	\$ —

*The accompanying notes are an integral part of these consolidated financial statements.*

**FRESHWORKS INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS****1. Description of Business**

Freshworks Inc. is a software development company that provides software-as-a-service (SaaS) products that provide people-first, AI service software that organizations use to deliver exceptional customer and employee experiences. We are headquartered in San Mateo, California, and have subsidiaries located in the United States, India, Australia, the United Kingdom, Ireland, Germany, France, the Netherlands, and Singapore.

In June 2024, we acquired all outstanding shares of D42 Parent, Inc., an IT asset management company, for approximately \$238.1 million. See Note 6—Business Combination.

**2. Summary of Significant Accounting Policies*****Basis of Presentation and Principles of Consolidation***

The accompanying consolidated financial statements have been prepared in conformity with U.S. generally accepted accounting principles (GAAP). The consolidated financial statements include the accounts of Freshworks and its wholly owned subsidiaries, and all intercompany balances and transactions have been eliminated in consolidation.

***Foreign Currency Remeasurement and Transactions***

The functional currency of our foreign subsidiaries is the U.S. dollar. Accordingly, each foreign subsidiary remeasures monetary assets and liabilities at period-end exchange rates, while non-monetary items are remeasured at historical rates. Revenues and expenses are remeasured at the exchange rates in effect on the day the transaction occurred, except for those expenses related to non-monetary assets and liabilities which are remeasured at historical exchange rates. Remeasurement adjustments are recognized in interest and other income, net in the consolidated statements of operations, and have not been material for the years ended December 31, 2024, 2023, and 2022.

***Use of Estimates***

The preparation of consolidated financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of income and expense during the reporting periods. Significant items subject to such estimates and assumptions include, but are not limited to, the following:

- determination of standalone selling price (SSP) for each distinct performance obligation included in customer contracts with multiple performance obligations;
- allowance for doubtful accounts;
- benefit period of deferred contract acquisition costs;
- capitalization of internal-use software development costs;
- fair value of goodwill;
- useful lives of long-lived assets, including intangible assets;
- valuation of deferred tax assets;
- valuation of employee defined benefit plan and other compensation liabilities;
- fair value of share-based awards; and
- incremental borrowing rate used for operating leases.

***Revenue Recognition***

We derive revenue from subscription fees, related professional services, and following the acquisition of D42 Parent, Inc. in June 2024, software licenses.

### *Subscription Revenue*

We sell subscriptions for our cloud-based solutions directly to customers and indirectly through channel partners through arrangements that are non-cancelable and non-refundable. Our subscription arrangements do not provide customers with the right to take possession of the software supporting the solutions and, as a result, are accounted for as service arrangements. We record revenue net of sales or value-added taxes.

We sell subscriptions to third-party resellers. The price at which subscriptions are sold to the reseller is typically discounted, as compared to the price at which we would sell to an end customer, in order to enable the reseller to realize a margin on the eventual sale to the end customer. As pricing to the reseller is fixed, and we lack visibility into the pricing provided by the reseller to the end customer, reseller revenue is recorded net of any reseller discounts.

Subscription revenue is primarily comprised of fees paid by our customers for accessing our cloud-based software during the term of the arrangement. Cloud-based services allow customers to use our multi-tenant software without requiring them to take possession of the software. Given that access to the cloud-based software represents a series of distinct services that comprise a single performance obligation that is satisfied over time, subscription revenue is recognized ratably over the contract term beginning on the commencement date of each contract, which is the date that the cloud-based software is made available to customers.

### *Professional Service Revenue*

Professional services revenue is comprised of fees charged for services ranging from product configuration, data migration, systems integration, and training. We recognize professional services revenues as services are performed.

### *Software License Revenue*

Software license revenue is generally sold as bundled arrangements that include the rights to a software license and maintenance and cloud-based software in some cases. Software license revenue consists of term licenses and is recognized upfront, upon making the software available to the customer. The associated software maintenance revenue is generally recognized ratably over the contract term as support and updates are provided to the customers over the term of the arrangement.

### *Customers with Multiple Performance Obligations*

Some of our contracts with customers contain both subscriptions and professional services, and software licenses. For these contracts, we account for individual performance obligations separately. The transaction price is allocated to the separate performance obligations on the basis of relative standalone selling price (SSP). We determine SSP by taking into consideration historical selling price of these performance obligations in similar transactions, as well as current pricing practices and other observable inputs including, but not limited to, customer size and geography. As our go-to-market strategies evolve, we may modify our pricing practices in the future, which could result in changes to SSP.

### *Cost of Revenue*

Cost of revenue consists mainly of personnel-related expenses (primarily including salaries, related benefits, and stock-based compensation) for employees associated with our cloud-based infrastructure, payment gateway fees, voice, product support, and professional service organizations, as well as costs incurred by us for third-party hosting capabilities. Cost of revenue also includes third-party license fees, amortization of acquired intangibles, amortization of capitalized internal-use software, and allocation of general overhead expenses such as facilities and information technology.

### *Research and Development*

Research and development costs are expensed as incurred and consist primarily of personnel-related expenses (primarily including salaries, related benefits, and stock-based compensation) for our product development employees. Research and development expenses also include non-personnel-related expenses such as third-party services for product development and consulting expenses, depreciation expense related to equipment used in research and development activities, and allocation of our general overhead expenses.

### *Advertising Costs*

Advertising costs are charged to sales and marketing expense in the consolidated statements of operations as incurred. We recognized \$41.4 million, \$41.2 million, and \$47.2 million of advertising costs for the years ended December 31, 2024, 2023, and 2022, respectively.

### ***Stock-Based Compensation***

We issue stock options and restricted stock units (RSUs) to employees, consultants and directors under our 2021 Equity Incentive Plan (2021 Plan) and stock purchase rights granted under the 2021 Employee Stock Purchase Plan (ESPP) to employees based on the estimated fair value on the date of the grant. Stock-based compensation expense related to stock options and RSUs under the 2021 Plan and stock purchase rights under the ESPP is recognized in the consolidated statements of operations on a straight-line basis over the requisite service period, which is the vesting period of the respective awards. Forfeitures are accounted for when they occur.

The fair value of RSUs is based on the closing market price of our Class A common stock on the date of the grant. Prior to the Initial Public Offering (IPO) in 2021, we determined the fair value of the common stock underlying stock options and RSUs by considering numerous objective and subjective factors including, but not limited to: (i) independent third-party valuations, (ii) the prices, rights, preferences, and privileges of our redeemable convertible preferred stock relative to its common stock, (iii) the lack of marketability of the common stock, (iv) current business conditions and financial projections, and (iv) the likelihood of achieving an IPO or sale event. Subsequent to the IPO, the fair values of stock options and the stock purchase rights under the ESPP are estimated using the Black-Scholes option-pricing model, which requires the input of highly subjective assumptions. These assumptions represent our best estimates and involve inherent uncertainties and the application of our judgment. The main assumptions used in the Black-Scholes option-pricing model include:

**Expected term**—The expected term represents the period that stock-based awards are expected to be outstanding. The expected term for option grants is determined using the simplified method which represents the average of the contractual term of the option and the weighted-average vesting period of the option. We consider this appropriate as there is not sufficient historical information available to develop reasonable expectations about future exercise patterns and post-vesting employment termination behavior. The expected term for ESPP is the length of time from the grant date to the date on which the stock is purchased by the employees.

**Stock price volatility**—For the stock price volatility over the expected term where our common stock has sufficient trading history, we generally estimate the stock price volatility using the historical volatility of our own stock. If our common stock lacks sufficient trading history, the stock price volatility over the expected term is estimated based on the historical volatility of comparable companies with similar characteristics to those of ours.

**Risk-free interest rate**—The risk-free interest rate is based on the yield of the U.S. treasury debt securities commensurate with the expected term.

**Dividend yield**—Because we have never paid and have no intention to pay cash dividends on our common stock, the dividend yield is zero.

For the performance-based award granted to the then CEO, now Executive Chairman, with both a service-based vesting condition and a market condition (as discussed further in Note 12 —*Stockholders' Equity and Stock-Based Compensation*), we determined the fair value of the award by using the Monte Carlo simulation model. The main assumptions used in the Monte Carlo simulation model include stock price volatility, risk-free interest rate, dividend yield and the measurement period, which is the period over which our simulated stock prices are used to evaluate the possibility of achieving the specified stock price targets. Since both vesting conditions have to be met for each tranche of the award to ultimately vest, the associated stock-based compensation expense is recognized over the longer of the derived service period or the requisite service period, using the accelerated attribution method.

In February 2024, the Board approved performance awards (PRSUs) to be granted to certain members of the executive team subject to service and performance-based vesting conditions (referred to as Executive PRSUs in Note 12—*Stockholders' Equity and Stock-Based Compensation*). The performance-based vesting conditions include revenue and free cash flow targets. The fair value of each Executive PRSU is based on the fair value of our common stock on the date of grant. Stock-based compensation associated with these Executive PRSUs is recognized using the accelerated attribution method over the requisite service period, based on Freshworks' periodic assessment of the probability that the performance will be achieved. If the performance goals are not met as of the end of the performance period, no compensation expense is recognized and any previously recognized compensation expense is reversed.

### ***Income Taxes***

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are

expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is recorded for deferred tax assets if it is more likely than not that some portion or all of the deferred tax assets will not be realized. As of December 31, 2024 and 2023, we have recorded a full valuation allowance against our U.S. deferred tax assets.

We recognized the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is more likely than not of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs.

We recognize interest and penalties related to income tax matters as a component of income tax expense.

### ***Cash and Cash Equivalents***

Cash and cash equivalents consist of deposits held at financial institutions, money market funds, as well as highly liquid investments with an original maturity of three months or less when purchased. Cash and cash equivalents are recorded at cost, which approximates fair value.

### ***Marketable Securities***

Marketable securities consist primarily of debt securities such as corporate bonds, commercial paper, U.S. treasury securities, U.S. government agency securities and certificates of deposit. These securities are classified as available-for-sale securities at the time of purchase as they represent funds readily available for current operations, and we have the ability and intent to liquidate them at any time to meet our operating cash needs, if necessary. All available-for-sale debt securities are recorded at their estimated fair value, with changes in fair value recognized as unrealized gains or losses in accumulated other comprehensive income. For available-for-sale debt securities in an unrealized loss position, we evaluate whether a current expected credit loss exists based on available information relevant to the credit rating of the security, current economic conditions and reasonable and supportable forecasts. Expected credit losses are recorded in interest and other income, net, on the consolidated statements of income, and any remaining unrealized losses are recognized in accumulated other comprehensive income or loss in the stockholders' equity section of the consolidated balance sheets. Realized gains and losses are determined based on the specific identification method and are reported in interest and other income, net in the consolidated statements of operations. There were no credit losses or impairment on available-for-sale debt securities recognized for the years ended December 31, 2024, 2023, and 2022.

Marketable securities also included mutual funds comprised of certain term bonds. These mutual funds meet certain criteria for equity investments in accordance with ASU 2016-01, Recognition and Measurement of Financial Assets and Liabilities. Under this guidance, we measure mutual funds at their estimated fair value, with changes in fair value recognized in interest and other income, net in the consolidated statements of operations.

### ***Accounts Receivable and Allowance for Credit Losses***

Trade accounts receivable are recorded at the invoiced amount, net of allowance for credit losses. The allowance is based on our assessment of the collectability of accounts and is recorded as an offset to revenue and deferred revenue. We regularly review the adequacy of the allowance by considering the age of each outstanding invoice and the collection history.

### ***Concentrations of Risk***

Financial instruments that potentially expose us to significant concentration of credit risk consist primarily of cash, cash equivalents, marketable securities, and accounts receivable. Our cash and cash equivalents and marketable securities are generally held with large financial institutions and are in excess of the federally insured limits provided on such deposits. In addition, we have cash and cash equivalents held in international bank accounts, which are denominated primarily in euros, British pounds, and Indian rupees.

There were no customers that individually exceeded 10% of our revenue for the years ended December 31, 2024, 2023, and 2022, or that represented 10% or more of our consolidated accounts receivable balance as of December 31, 2024 and 2023.

We primarily rely upon third-party cloud infrastructure partner, Amazon Web Services (AWS), to serve customers and operate certain aspects of its services. Any disruption of this cloud infrastructure partner would impact our operations and our business could be adversely impacted.



### ***Derivative Instruments***

We enter into foreign currency forward contracts, all of which were designated as cash flow hedges, in order to manage the volatility of cash flows that relate to cost of revenues and operating expenses denominated in Indian rupee. All derivative instruments are measured at fair value based upon quoted market prices for comparable instruments and as such, classified within Level 2 of the fair value hierarchy. Derivative assets and liabilities are presented on a gross basis on the consolidated balance sheets under prepaid expenses and other current assets and accrued liabilities, respectively.

Gains or losses related to cash flow hedges are recorded as a component of accumulated other comprehensive income (AOCI) on the consolidated statements of stockholders' equity until the forecasted transaction occurs in earnings. When the forecasted transaction occurs, the related gains and losses are reclassified into earnings within the financial statement line item associated with the underlying hedged transaction. If the underlying hedged transaction does not occur, or it becomes probable that the hedged transaction will not occur, the cumulative unrealized gain or loss is reclassified immediately from AOCI into earnings within interest and other income. Changes in the fair value of currency forward exchange contracts due to changes in time value were excluded from the assessment of effectiveness. The initial value of this excluded component is amortized on a straight-line basis over the life of the hedging instrument and recognized in the financial statement line item to which the hedge relates. A majority of the balance related to foreign exchange derivative instruments included in AOCI at December 31, 2024 is expected to be reclassified into earnings within 12 months.

Derivative instruments are classified in the consolidated statements of cash flows as cash from operating activities, which reflect the classification of the underlying hedged transactions.

We do not use derivative financial instruments for trading or speculative purposes.

Entering into derivative instruments exposes us to credit risk to the extent that the counterparties are unable to meet the terms of the contract. We mitigate this credit risk by transacting with major financial institutions with high credit ratings. In addition, we have entered into master netting arrangements that mitigate credit risk by permitting net settlement of transactions. As such, our exposure is not considered significant. We do not have any collateral requirements with counterparties.

### ***Deferred Contract Acquisition Costs***

Deferred contract acquisition costs are incremental costs that are associated with acquiring customer contracts and consist primarily of sales commissions and the associated payroll taxes and certain referral fees paid to third-party resellers. The costs incurred upon the execution of initial and expansion contracts are primarily deferred and amortized over an estimated benefit period of three years. The estimated benefit period is determined by taking into consideration our contracts with customers, technology life cycle and other factors. We consider the estimated benefit period to exceed the initial contract term for certain costs because of anticipated renewals and because sales commission rates for renewal contracts are not commensurate with sales commissions for initial contracts. We include amortization of deferred commissions in sales and marketing expense in our consolidated statements of operations. There was no impairment loss in relation to the incremental selling costs capitalized for the years ended December 31, 2024, 2023, and 2022.

We have elected to apply the practical expedient under Accounting Standards Codification (ASC) No. 340-40—Other Assets and Deferred Costs to account for costs incurred in obtaining a contract with a benefit period of one year or less as commission expenses. Deferred contract acquisition costs are included in sales and marketing expense in our consolidated statements of operations.

### ***Property and Equipment, net***

Property and equipment, net, including capitalized internally-developed software, is stated at cost less accumulated depreciation. Depreciation is calculated using the straight-line method over the estimated useful lives of the respective assets as follows:

	Estimated Useful Life
Computers	3 years
Capitalized internal-use software	3 years
Office equipment, furniture and fixtures	5 years
Motor vehicles	5 years
Leasehold improvements	Lesser of lease term or 5 years

### ***Capitalized Internal-Use Software***

We capitalize costs incurred in our software development projects and implementation of certain enterprise cloud computing services during the application development stage. Costs related to preliminary project activities and post implementation activities are expensed as incurred. Once the development project is available for general release, capitalization ceases, and we estimate the useful life of the asset and begin amortization. Internal-use software and cloud computing services are amortized on a straight-line basis over its estimated useful life.

#### ***Long-Lived Assets (Including Goodwill)***

Long-lived assets with finite lives include property and equipment, capitalized internal-use software and right-of-use (ROU) assets. We evaluate long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets held and used is measured by comparison of the carrying amount of an asset or an asset group to estimated undiscounted future net cash flows expected to be generated by the asset or asset group. If the carrying amount of an asset or asset group exceeds these estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the assets exceeds the fair value of the asset or asset group.

Goodwill is not amortized but rather is tested for impairment annually in the fourth quarter, or more frequently if events or changes in circumstances indicate that goodwill may be impaired. We elected to bypass the qualitative assessment, and performed a quantitative goodwill impairment test. Goodwill impairment is recognized when the quantitative assessment results in the carrying value of the reporting unit exceeding its fair value, in which case an impairment charge in the amount of such excess is recorded to goodwill, limited to the amount of goodwill. We did not recognize any impairment of goodwill during the years ended December 31, 2024, 2023, and 2022.

#### ***Deferred Revenue***

Deferred revenue consists of customer billings in advance of revenue being recognized from our subscription and professional services arrangements. Customers are invoiced for subscription service arrangements in advance for monthly, quarterly, semi-annual and annual subscription plans. Our payment terms generally provide that customers pay the invoiced portion of the total arrangement fee either in advance or within 30 days from the invoice date.

#### ***Net Loss per Share Attributable to Common Stockholders***

Basic and diluted net loss per share attributable to common stockholders are presented in conformity with the two-class method required for participating securities. Under the two-class method, basic net loss per share attributable to common stockholders is computed by dividing the net loss attributable to common stockholders by the number of weighted-average shares of common stock outstanding during the reporting period. Diluted net loss per share attributable to common stockholders adjusts basic net loss per share for the potentially dilutive impact of outstanding stock options, RSUs, PRSUs, and stock purchases rights granted under the ESPP. The dilutive potential shares are computed using the treasury stock method. Because we have reported net losses for all periods presented, all potentially dilutive securities are considered antidilutive, and accordingly, diluted net loss per share is the same as basic net loss per share.

#### ***Defined Benefit Plan***

Employees in India are entitled to benefits under the Gratuity Act, a defined benefit retirement plan covering eligible employees. The plan requires employers to provide for a lump-sum payment to eligible employees at retirement, death, and incapacitation or on termination of employment, of an amount based on the respective employee's salary and tenure of employment. Employees in India are also entitled to a defined benefit plan with benefits based on an employee's accumulated leave balance and salary. Both plans are unfunded arrangements.

Current service costs are accrued in the period to which they relate. The benefit obligations are calculated by a qualified actuary using the projected unit credit method and the unfunded position is recognized as a liability in the consolidated balance sheets. In measuring the defined benefit obligations, we use a discount rate at the reporting date based on yields of local government treasury bills denominated in the same currency in which the benefits are expected to be paid, with maturities approximating the terms of our obligations.

Because the plan is unfunded, no annual contributions are required to be made as per applicable regulations. Disclosures required under ASC 715—Compensation—Retirement Benefits, have been omitted because we have deemed them immaterial to our consolidated financial statements. The benefit plans had a plan benefit obligation of \$11.4 million and \$11.9 million as of December 31, 2024 and 2023, respectively. The long-term portion for the amount of \$9.6 million and \$10.5 million is included in other liabilities in the consolidated balance sheets as of December 31, 2024 and 2023, respectively. The current portion for the amount of \$1.8 million and \$1.4 million is included in accrued expenses in the consolidated balance sheets as of December 31, 2024 and 2023, respectively.

## ***Leases***

We lease office space under operating leases with expiration dates through 2032. We determine whether an arrangement constitutes a lease and records lease liabilities and ROU assets on our consolidated balance sheets at the lease commencement date. Lease liabilities are measured based on the present value of the total lease payments not yet paid, discounted based on either the rate implicit in the lease or our incremental borrowing rate (the estimated rate we would be required to pay for a collateralized borrowing equal to the total lease payments over the term of the lease), whichever is more readily determinable. The incremental borrowing rate is based on an estimate of our expected unsecured borrowing rate for its notes, adjusted for tenor and collateralized security features. Lease liabilities due within 12 months are included within accrued liabilities on our consolidated balance sheets. ROU assets are measured based on the corresponding lease liability adjusted for (i) payments made to the lessor at or before the lease commencement date, (ii) initial direct costs incurred, and (iii) tenant incentives received, incurred or payable under the lease. Recognition of rent expense begins when the lessor makes the underlying asset available to us. We do not assume renewals or early terminations of its leases unless it is reasonably certain to exercise these options at commencement and does not allocate consideration between lease and non-lease components.

For short-term leases, we record rent expense in our consolidated statements of operations on a straight-line basis over the lease term and records variable lease payments as incurred.

## ***Restructuring Charges***

Costs associated with our restructuring plan primarily consist of severance payments, benefits continuation, and other employee separation costs. In general, we record involuntary employee-related exit costs when we communicate to employees that they are entitled to receive such benefits and the amount can be reasonably estimated. Related costs are included in restructuring charges in the consolidated statements of operations. The remaining restructuring liability is included in accrued liabilities in the consolidated balance sheet.

## ***Recent Accounting Pronouncements***

### ***Accounting Standards Recently Adopted***

In November 2023, the Financial Accounting Standards Board (FASB) issued ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures. ASU 2023-07 requires a public entity to disclose significant segment expenses and other segment items on an annual and interim basis and to provide in interim periods all disclosures about a reportable segment's profit and loss and assets that are currently required annually. Public entities with a single reportable segment are required to provide the new disclosures and all the disclosures required under ASC 280. This authoritative guidance is required to be applied retrospectively and effective for Freshworks starting in its annual disclosures for 2024 and interim periods starting 2025. We adopted this ASU on January 1, 2024. See Note 11—Segment and Geographic Information for additional details.

### ***Accounting Standards Not Yet Adopted***

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. ASU 2023-09 requires entities to provide more information in the rate reconciliation table and about income taxes paid, including certain disclosures that would be disaggregated by jurisdiction and other categories. This authoritative guidance should be applied prospectively and will be effective for us starting in our annual disclosures for 2025. Retrospective application is permitted. This guidance is only related to disclosures and is not expected to have a significant impact on our consolidated financial statements.

In November 2024, the FASB issued ASU No. 2024-03, Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures. Additionally, in January 2025, the FASB issued ASU 2025-01 to clarify the effective date of ASU 2024-03. The standard provides guidance to expand disclosures related to the disaggregation of income statement expenses, which requires more detailed information about specified categories of expenses included in certain expense captions presented on the face of the income statement. This authoritative guidance is effective for us starting in our annual disclosures for 2027 and interim periods starting 2028. Early adoption is permitted. The amendments may be applied either (1) prospectively to financial statements issued for reporting periods after the effective date of this ASU or (2) retrospectively to all prior periods presented in the financial statements. This guidance is only related to disclosure and is not expected to have a significant impact on our consolidated financial statements.

### 3. Cash Equivalents and Marketable Securities

Cash equivalents and available-for-sale debt securities consisted of the following as of December 31, 2024 and 2023 (in thousands):

	December 31, 2024			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Cash equivalents:				
Money market funds	\$ 507,655	\$ —	\$ —	\$ 507,655
Total cash equivalents	507,655	—	—	507,655
Debt securities:				
U.S. treasury securities	215,773	612	(17)	216,368
U.S. government agency securities	144,474	321	(12)	144,783
Corporate debt securities	62,070	101	(21)	62,150
Certificates of deposit	26,449	—	—	26,449
Total debt securities	448,766	1,034	(50)	449,750
Total cash equivalents and debt securities	\$ 956,421	\$ 1,034	\$ (50)	\$ 957,405

	December 31, 2023			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Cash equivalents:				
Money market funds	\$ 77,832	\$ —	\$ —	\$ 77,832
U.S. treasury securities	239,727	22	—	239,749
U.S. government agency securities	8,388	1	—	8,389
Corporate debt securities	36,905	—	—	36,905
Total cash equivalents	362,852	23	—	362,875
Debt securities:				
U.S. treasury securities	264,554	339	(398)	264,495
U.S. government agency securities	366,946	571	(824)	366,693
Corporate debt securities	66,777	72	(109)	66,740
Total debt securities	698,277	982	(1,331)	697,928
Total cash equivalents and debt securities	\$ 1,061,129	\$ 1,005	\$ (1,331)	\$ 1,060,803

The following table presents gross unrealized losses and fair values for the securities that were in a continuous unrealized loss position as of December 31, 2024 and 2023 (in thousands):

	December 31, 2024					
	Less than 12 months		Greater than 12 months		Total	
	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss
U.S. treasury securities	\$ 13,819	\$ (16)	\$ 4,993	\$ (1)	\$ 18,812	\$ (17)
U.S. government agency securities	8,197	(7)	9,995	(5)	18,192	(12)
Corporate debt securities	7,998	(19)	5,982	(2)	13,980	(21)
Total	<u>\$ 30,014</u>	<u>\$ (42)</u>	<u>\$ 20,970</u>	<u>\$ (8)</u>	<u>\$ 50,984</u>	<u>\$ (50)</u>

	December 31, 2023					
	Less than 12 months		Greater than 12 months		Total	
	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss	Fair Value	Unrealized Loss
U.S. treasury securities	\$ 60,869	\$ (159)	\$ 42,667	\$ (239)	\$ 103,536	\$ (398)
U.S. government agency securities	145,594	(364)	80,455	(460)	226,049	(824)
Corporate debt securities	14,749	(59)	12,934	(50)	27,683	(109)
Total	<u>\$ 221,212</u>	<u>\$ (582)</u>	<u>\$ 136,056</u>	<u>\$ (749)</u>	<u>\$ 357,268</u>	<u>\$ (1,331)</u>

The amortized cost and fair value of the available-for-sale debt securities based on contractual maturities are as follows (in thousands):

	December 31, 2024	
	Amortized Cost	Fair Value
Due within one year	\$ 396,130	\$ 396,898
Due after one year but within five years	52,636	52,852
Total	<u>\$ 448,766</u>	<u>\$ 449,750</u>

Accrued interest receivable of \$3.3 million and \$4.4 million was classified as prepaid expenses and other current assets in the consolidated balance sheets as of December 31, 2024 and December 31, 2023, respectively.

In addition to available-for-sale debt securities, marketable securities also include term bond mutual funds, which are measured at fair value. As of December 31, 2024 we did not have any term bond mutual funds. As of December 31, 2023, the fair value of the term bond mutual funds was \$1.6 million. The change in fair value of the term bond mutual funds is recorded in interest and other income, net in the consolidated statements of operations. The realized and unrealized gains recognized in the consolidated statements of operations for the term bond mutual funds were not material during the years ended December 31, 2024, 2023, and 2022.

#### 4. Fair Value Measurements

We measure our financial assets at fair value each reporting period using a fair value hierarchy that prioritizes the use of observable inputs and minimizes the use of unobservable inputs when measuring fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

**Level 1**—Inputs are observable and reflect quoted prices in active markets for identical assets or liabilities that we have the ability to access at the measurement date.

**Level 2**—Inputs other than quoted prices included within Level 1 that are observable, either directly or indirectly.

**Level 3**—Inputs that are unobservable.

Money market funds and U.S. treasury securities are classified within Level 1 because they are valued using quoted market prices or alternative pricing sources and models utilizing market observable inputs. Other debt securities and investments are classified within Level 2 if the investments are valued using model driven valuations which use observable inputs such as quoted market prices, benchmark yields, reported trades, broker/dealer quotes or alternative pricing sources with reasonable levels of price transparency. Available-for-sale debt securities are held by custodians who obtain investment prices from a third-party pricing provider that incorporates standard inputs in various asset price models.

We did not have any assets or liabilities subject to fair value remeasurement on a nonrecurring basis as of December 31, 2024 and 2023.

##### *Assets and Liabilities Measured at Fair Value on a Recurring Basis*

The following table represents the fair value hierarchy for our financial assets measured at fair value on a recurring basis as of December 31, 2024 and 2023 (in thousands):

	December 31, 2024		
	Fair Value Measured Using		
	Level 1	Level 2	Total
<b>Financial assets:</b>			
Cash equivalents:			
Money market funds	\$ 507,655	\$ —	\$ 507,655
Marketable securities:			
U.S. treasury securities	216,368	—	216,368
U.S. government agency securities	—	144,783	144,783
Corporate debt securities	—	62,150	62,150
Certificates of deposit	—	26,449	26,449
Total financial assets	<u>\$ 724,023</u>	<u>\$ 233,382</u>	<u>\$ 957,405</u>

	December 31, 2023		
	Fair Value Measured Using		
	Level 1	Level 2	Total
<b>Financial assets:</b>			
Cash equivalents:			
Money market funds	\$ 77,832	\$ —	\$ 77,832
U.S. treasury securities	239,749	—	239,749
U.S. government agency securities	—	8,389	8,389
Corporate debt securities	—	36,905	36,905
Marketable securities:			
U.S. treasury securities	264,495	—	264,495
U.S. government agency securities	—	366,693	366,693
Corporate debt securities	—	66,740	66,740
Term bond mutual funds	—	1,578	1,578
Total financial assets	<u>\$ 582,076</u>	<u>\$ 480,305</u>	<u>\$ 1,062,381</u>

The fair value of derivative assets and liabilities as of December 31, 2024 and 2023, and all related unrealized and realized gains and losses during the year ended December 31, 2024 and 2023, were not material. As of December 31, 2024 and 2023, the total notional amount of outstanding designated foreign currency forward contracts were \$50.5 million and \$55.8 million, respectively.

## 5. Balance Sheet Components

### *Property and Equipment, net*

The following table summarizes property and equipment, net as of December 31, 2024 and 2023 (in thousands):

	December 31,	
	2024	2023
Computers	\$ 19,694	\$ 17,18
Capitalized internal-use software	34,255	28,2
Office equipment	6,700	4,3
Furniture and fixtures	10,066	8,8
Motor vehicles	400	80
Leasehold improvements	7,847	5,70
Construction in progress	13	7
Total property and equipment	78,975	66,0
Less: accumulated depreciation and amortization	(53,082)	(43,27
Property and equipment, net	<u>\$ 25,893</u>	<u>\$ 22,7</u>

The following table summarizes depreciation expense and internal-use software capitalization and amortization expense for the years ended December 31, 2024, 2023 and 2022 (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Capitalization of costs associated with internal-use software	\$ 6,843	\$ 8,029	\$ 6,781
Amortization expense of capitalized internal-use software	5,631	5,106	3,193
Depreciation expense	5,623	6,735	6,720

As of December 31, 2024 and 2023, the net carrying value of capitalized internal-use software was \$14.5 million and \$14.1 million, respectively.



### *Accrued and Other Liabilities*

The following table summarizes accrued liabilities as of December 31, 2024 and 2023 (in thousands):

	December 31,	
	2024	2023
Accrued compensation	\$ 28,269	\$ 20,976
Accrued reseller commissions	11,569	9,641
Accrued advertising and marketing expenses	4,414	2,095
Advanced payments from customers	4,487	4,265
Accrued taxes	14,747	10,964
Operating lease liabilities, current	8,073	2,699
Contributions withheld for employee stock purchase plan	1,127	1,298
Unsettled share repurchases	1,840	—
Other accrued expenses	7,407	4,670
Total accrued liabilities	\$ 81,933	\$ 56,608

Noncurrent liabilities include \$21.1 million and \$22.7 million of long term accrued compensation as of December 31, 2024 and 2023, respectively.

## **6. Business Combination**

In June 2024, we acquired all outstanding shares of D42 Parent, Inc., an IT asset management company. Through the combination, we are able to offer a more comprehensive IT solution for customers. The total purchase price consideration is \$238.1 million, which consists of \$225.3 million in cash paid, including \$11.4 million of cash acquired, \$8.9 million in common stock issued, and \$3.9 million in assumed and converted stock option awards.

As part of the business combination, we assumed certain unvested, in-the-money options held by D42 Parent, Inc.'s founder, which were converted into 511,770 replacement stock option awards issued pursuant to our 2021 Equity Incentive Plan. These awards have a fair value of \$5.7 million and will vest two years from the closing date subject to continued employment. The portion of the fair value of the assumed and converted awards related to pre-combination vesting was \$3.9 million and is included as consideration discussed above, and the remaining \$1.8 million is post-combination expense that will be recognized as compensation expense over the remaining service period. Refer to Note 12—Stockholders' Equity and Stock-Based Compensation.

Transaction costs associated with the acquisition were approximately \$2.1 million for the year ended December 31, 2024 and were recorded in general and administrative expense.

We expect to finalize the valuation as soon as is practicable, but not later than one year from the acquisition date. The following table summarizes the preliminary fair value of assets acquired and liabilities assumed as of the date of acquisition:

	Amount (in thousands)
Assets acquired:	
Cash	\$ 11,432
Trade accounts and other receivables	8,916
Prepaid expenses and other current assets	1,792
Customer relationships	67,600
Developed technology	30,700
Trademarks	700
Goodwill	140,833
Total	\$ 261,973
Liabilities assumed:	
Accounts payable and other current liabilities	3,510
Deferred revenue	6,080
Deferred tax liability	14,278
Total	23,868
Total purchase price consideration	\$ 238,105

The excess of purchase consideration over the fair value of net tangible and identifiable intangible assets and liabilities acquired was recorded as goodwill. The goodwill recognized is not deductible for U.S. income tax purposes. We expect to derive value from the combination of D42 Parent, Inc.'s existing customer base, IT asset management technology, and trademarks, as well as through other synergies. The deferred tax liability was primarily driven by the fair value of intangible assets. The fair values assigned to assets acquired and liabilities assumed are based on management's best estimates and assumptions as of the acquisition date and are considered preliminary pending finalization of the valuation pertaining to deferred tax liabilities.

The customer relationships, developed technology, and trademarks are amortized on a straight-line basis over their estimated useful lives of 8 years, 6 years, and 1 year, respectively. We used the income approach to estimate the fair value of intangible assets acquired.

We have included the operating results of D42 Parent, Inc. in our consolidated financial statements since the date of the acquisition. The revenue and net loss of D42 Parent, Inc. included in the consolidated statement of operations from the date of acquisition to December 31, 2024 were not material.

The following unaudited supplemental pro forma financial information is provided for informational purposes only and summarizes our combined results of operations as if the acquisition had occurred on January 1, 2023 (in thousands):

	Year Ended December 31,	
	2024	2023
Revenue	\$ 735,591	\$ 631,608
Net loss	(99,999)	(151,546)

The unaudited supplemental pro forma results reflect certain adjustments for the amortization of acquired intangible assets, recognition of stock-based compensation, and acquisition-related transaction expenses. Such pro forma amounts are not necessarily indicative of the results that actually would have occurred had the acquisition been completed on the date indicated, nor are they indicative of our future operating results.

## 7. Goodwill and Intangible Assets, Net

### *Goodwill*

The change in the carrying amounts of goodwill is presented below (in thousands):

Balance as of December 31, 2023	\$	6,181
Goodwill acquired		140,833
Balance as of December 31, 2024	\$	147,014

The addition to goodwill during the year ended December 31, 2024 was associated with the acquisition of D42 Parent, Inc.. There was no changes to goodwill during the year ended December 31, 2023.

### *Intangible Assets, Net*

Acquired intangible assets consist of developed technology, customer relationships, and trademarks and are amortized on a straight-line basis over their estimated useful lives. The following table summarizes acquired intangible assets as of December 31, 2024 (amounts in thousands):

	December 31, 2024			
	Gross Amount	Accumulated Amortization	Net Carrying Value	Weighted Average Remaining Useful Life (in years)
Developed technology	\$ 41,196	\$ (13,423)	\$ 27,773	5.4
Customer relationships	69,200	(6,433)	62,767	7.4
Trademarks	\$ 700	\$ (400)	\$ 300	0.4
Total	\$ 111,096	\$ (20,256)	\$ 90,840	

Total amortization of acquired intangible assets for the years ended December 31, 2024, 2023, and 2022 is as follows (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Cost of revenue	\$ 2,927	\$ 158	\$ 1,191
Sales and marketing	\$ 5,233	145	400
Total amortization expense	\$ 8,160	\$ 303	\$ 1,591

As of December 31, 2024, expected future amortization expense related to acquired intangible assets is as follows (in thousands):

Year Ending December 31,	
2025	\$ 13,854
2026	13,553
2027	13,553
2028	13,591
2029	13,553
Thereafter	22,736
Total future amortization	\$ 90,840

## 8. Leases

We have operating leases primarily for office space. The leases have remaining lease terms of one to eight years, some of which include options to extend the lease for up to six years. Our leases do not contain any residual value guarantee.

The following table presents various components of the lease costs (in thousands):

Operating Leases	Year Ended December 31,	
	2024	2023
Operating lease cost	\$ 12,093	\$ 10,415
Short-term lease cost	489	415
Variable lease cost	3,842	3,190
Total lease cost	<u>\$ 16,424</u>	<u>\$ 14,020</u>

The weighted-average remaining term of our operating leases and the weighted-average discount rate used to measure the present value of the operating lease liabilities are as follows:

Lease Term and Discount Rate	December 31,	
	2024	2023
Weighted-average remaining lease term (in years)	4.34	5.21
Weighted-average discount rate	9.0 %	9.1 %

The following table presents supplemental information arising from lease transactions. Cash payments related to short-term leases are not included in the measurement of the operating lease liabilities, and as such, are excluded from the amounts below (in thousands):

Supplemental Cash Flow Information:	Year Ended December 31,	
	2024	2023
Cash payments included in the measurement of operating lease liabilities	\$ 6,808	\$ 15,526
Operating ROU assets obtained in exchange for lease obligations	13,275	7,461

Maturities of the operating lease liabilities are as follows (in thousands):

Year Ending December 31:	Operating Leases
2025	\$ 12,032
2026	11,278
2027	9,522
2028	8,628
2029	4,335
Thereafter	3,590
Total lease payments	49,385
Less: imputed interest	(11,091)
Present value of operating lease liabilities	<u>\$ 38,294</u>

As of December 31, 2024, there were no future payments related to signed leases that have not yet commenced.

## 9. Commitments and Contingencies

### *Contractual Commitments*

Our contractual commitments primarily consist of third-party cloud infrastructure agreements and service subscription purchase arrangements used to support operations at the enterprise level. Future minimum payments under our non-cancelable purchase commitments as of December 31, 2024 are presented in the table below (in thousands):

Year ending December 31,	Contractual Commitments
2025	\$ 64,753
2026	72,045
2027	73,569
2028	68,319
2029	133
Total	<u>\$ 278,819</u>

### *Litigation and Loss Contingencies*

On November 1, 2022, a purported Company stockholder filed a securities class action complaint in the U.S. District Court for the Northern District of California against us, certain of our current officers and directors, and underwriters of our initial public offering (IPO). On April 14, 2023, the court-appointed lead plaintiff filed a consolidated amended class action complaint. The complaint alleges that defendants violated Sections 11, 12(a)(2), and 15 of the Securities Act of 1933 by making material misstatements or omissions in offering documents filed in connection with the IPO. The complaint seeks unspecified damages, interest, fees, costs, and rescission on behalf of purchasers and/or acquirers of common stock issued in the IPO. On September 28, 2023, the court issued an order granting in part and denying in part defendants' motion to dismiss. We and the other defendants continue to vigorously defend against the remaining claims in this action.

On March 20, 2023, a purported stockholder derivative complaint was filed in the U.S. District Court for the Northern District of California. The complaint names as defendants our current directors, as well as Freshworks as nominal defendant, and asserts state and federal claims based on some of the same alleged misstatements as the securities class action complaint. The derivative complaint seeks unspecified damages, attorneys' fees, and other costs. On June 21, 2023, the court stayed the case in light of the pending securities class action. On October 16, 2023, the court extended the stay of the case in light of the pending securities class action. We and the other defendants continue to vigorously defend against the claims in this action.

From time to time, we have been and may be in the future subject to other legal proceedings, claims, investigations, and government inquiries (collectively, legal proceedings) in the ordinary course of business. We have received and may receive claims from third parties asserting, among other things, infringement of their intellectual property rights, defamation, labor and employment rights, privacy, and contractual rights. There are no currently pending legal proceedings that we believe will have a material adverse impact on our business or consolidated financial statements.

### *Indemnifications*

In the ordinary course of business, we enter into contractual arrangements under which we agree to provide indemnification of varying scope and terms to customers, business partners, and other parties with respect to certain matters, including losses arising out of intellectual property infringement claims made by third parties, if we have violated applicable laws, if we are negligent or commit acts of willful misconduct, and other liabilities with respect to our products and services and our business. In these circumstances, payment is typically conditional on the other party making a claim pursuant to the procedures specified in the particular contract. We also indemnify certain of our officers, directors and certain key employees while they are serving in good faith in their respective capacities. To date, we have not incurred any material costs as a result of such indemnifications and have not accrued any liabilities related to such obligations in our consolidated financial statements.

## 10. Revenue From Contracts with Customers

### Disaggregation of Revenue

The following table summarizes revenue by our service offerings (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Subscription services, software licenses and maintenance	\$ 710,744	\$ 582,868	\$ 485,322
Professional services	9,676	13,564	12,677
Total revenue	\$ 720,420	\$ 596,432	\$ 497,999

See Note 11—Segment and Geographic Information for revenue by geographic location.

### Unbilled Receivables, Deferred Revenue and Remaining Performance Obligations

Unbilled receivables primarily represent revenue recognized in excess of billings from non-cancellable multi-year contract arrangements. As of December 31, 2024 and 2023, we had \$6.3 million and \$0.2 million of unbilled receivables, respectively. The increase in unbilled receivable is primarily related to the acquisition of D42 Parent, Inc. and its business. Unbilled receivables are included within accounts receivable, net on the consolidated balance sheets.

The aggregate balance of remaining performance obligations as of December 31, 2024 was \$525.3 million. We expect to recognize \$380.8 million of the balance as revenue in the next 12 months and the remainder thereafter. The aggregate balance of remaining performance obligations represents contracted revenue that has not yet been recognized, which includes unearned revenue and unbilled amounts that will be recognized as revenue in future periods.

Deferred revenue consists of customer billings in advance of revenue being recognized from our subscription and professional services arrangements. The following table summarizes the changes in the balance of deferred revenue during the years (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Balance at beginning of the year <sup>(2)</sup>	\$ 266,399	\$ 205,626	\$ 160,173
Add: Billings during the year <sup>(1)</sup>	781,309	657,205	543,452
Less: Revenue recognized during the year	(720,420)	(596,432)	(497,999)
Balance at end of the year <sup>(2)</sup>	\$ 327,288	\$ 266,399	\$ 205,626

(1) Includes deferred revenue and unbilled receivables acquired as part of D42 Parent, Inc. acquisition and changes in unbilled receivable.

(2) As of December 31, 2024 and 2023, non-current deferred revenue of \$3.9 million and \$0 was included in Other Liabilities in the consolidated balance sheets, respectively.

Revenue recognized during the years ended December 31, 2024, 2023, and 2022 from amounts included in deferred revenue at the beginning of these periods was \$265.4 million, \$204.8 million, and \$158.7 million, respectively.

### Deferred Contract Acquisition Costs

The change in the balance of deferred contract acquisition costs during the periods presented is as follows (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Balance at beginning of the year	\$ 42,672	\$ 39,675	\$ 29,647
Add: Contract costs capitalized during the year	34,524	26,962	28,560
Less: Amortization of contract costs during the year	(28,556)	(23,965)	(18,532)
Balance at end of the year	\$ 48,640	\$ 42,672	\$ 39,675

## 11. Segment and Geographic Information

We operate in a single operating segment composed of the consolidated financial results of Freshworks. Our Chief Executive Officer (CEO) is the chief operating decision maker (CODM) of Freshworks and the key measures of segment profit

or loss that our CODM uses to allocate resources and assess performance is our revenue and consolidated net loss. Significant segment expenses reviewed by our CODM for our single operating segment comprise of stock-based compensation, amortization of acquired intangible assets, and other segment expenses. Other segment expenses utilizes operating expenses recognized as research and development, selling and marketing and general and administrative expenses within our consolidated statement of operations less stock-based compensation and amortization of acquired intangible assets, and primarily related to personnel-related costs. Refer to Note 12—*Stockholders' Equity and Stock-Based Compensation* and Note 7—*Goodwill and Intangible Assets, Net for information regarding amounts pertaining to stock-based compensation and amortization of acquired intangibles*.

Revenue by geographic location is determined based on the customers' billing address. The following table summarizes revenue by geographic region (in thousands):

	Year Ended December 31,		
	2024	2023	2022
North America	\$ 329,934	\$ 266,331	\$ 216,112
Europe, Middle East and Africa	277,851	229,983	193,899
Asia Pacific	91,442	83,109	74,948
Other	21,193	17,009	13,040
Total revenue	<u>\$ 720,420</u>	<u>\$ 596,432</u>	<u>\$ 497,999</u>

Revenue from North America primarily includes revenue from the United States. For the years ended December 31, 2024, 2023 and 2022, revenue generated from the United States was \$294.5 million, \$235.3 million and \$192.2 million, or 41%, 39% and 39% of total consolidated revenue, respectively. The United Kingdom, categorized within Europe, Middle East and Africa in the table above, contributed \$94.1 million, \$75.1 million and \$63.8 million or 13%, 13% and 13% of total consolidated revenue for the years ended December 31, 2024, 2023 and 2022, respectively.

Long-lived assets consist primarily of property, plant and equipment and ROU assets. The following table summarizes long-lived assets by geographic information (in thousands):

	December 31,	
	2024	2023
North America	\$ 20,052	\$ 22,635
Europe, Middle East and Africa	8,391	2,244
Asia Pacific	34,341	30,617
Total long-lived assets	<u>\$ 62,784</u>	<u>\$ 55,496</u>

Long-lived assets in North America are primarily located in the United States, and long-lived assets in Asia Pacific are primarily located in India.

## 12. Stockholders' Equity and Stock-Based Compensation

### *Common Stock*

We have two classes of common stock: Class A common stock and Class B common stock. The shares of Class A common stock and Class B common stock are identical, except with respect to voting, conversion, and transfer rights. Each share of Class A common stock is entitled to one vote. Each share of Class B common stock is entitled to ten votes. Class A and Class B common stock are referred to as common stock throughout these notes to the consolidated financial statements, unless otherwise noted. Holders of common stock are entitled to receive any dividends as may be declared from time to time by the board of directors.

Shares of Class B common stock may be converted to Class A common stock at any time at the option of the stockholder. Shares of Class B common stock automatically convert to Class A common stock upon the following: (1) sale or transfer of such share of Class B common stock, except for certain permitted transfers as described in our amended and restated certificate of incorporation; (2) the death of such Class B common stockholder (or nine months after the date of death if the stockholder is our founder); and (3) on the final conversion date, defined as the earlier of (a) the last trading day of the fiscal year following the seventh anniversary of our IPO; or (b) the date specified by a vote of the holders of a majority of the outstanding shares of Class B common stock, voting as a single class.



### Share Repurchase

In November 2024, our board of directors (the Board) approved the share repurchase program, which authorized the repurchase of up to \$400 million of our outstanding Class A common stock. Under the repurchase program, we may repurchase shares of our outstanding Class A common stock from time to time in the open market, through privately negotiated transactions and/or other means in compliance with the Exchange Act and the rules and regulations thereunder. Open market repurchases may be structured to occur in accordance with the requirements of Rule 10b-18 under the Exchange Act. We may also, from time to time, enter into Rule 10b5-1 plans to facilitate repurchases of shares of Class A common stock under this authorization. The timing, manner, price, and amount of any repurchases will be determined by us at our discretion, and will depend on a variety of factors, including business, economic and market conditions, prevailing stock prices, corporate and regulatory requirements, and other considerations. The repurchase program may be suspended or discontinued at any time.

During the year ended December 31, 2024 we repurchased a total of 985,234 shares of Class A common stock under this program in open market transactions for an aggregate purchase price of \$15.5 million, resulting in an average price of \$15.77 per share. As of December 31, 2024, \$384.5 million remained available for future share repurchases under the program. All shares of Class A common stock subsequently repurchased were retired. Upon retirement, the par value of the common stock repurchased was deducted from common stock and any excess of repurchase price over par value was recorded entirely to additional-paid-in capital, or in the absence of additional-paid-in capital, to accumulated deficit, in the consolidated balance sheets.

### Accumulated Other Comprehensive Income (Loss)

Accumulated other comprehensive income (loss) is comprised of two components — unrealized gains or losses on available-for-sale debt securities and net changes in cash flow hedges.

The following tables shows the changes in the components of accumulated other comprehensive (loss) income:

	Year Ended December 31,		
	2024	2023	2022
Beginning balance	\$ (754)	\$ (7,431)	\$ (747)
Unrealized gains (losses) on available-for-sale debt securities	1,310	7,105	(6,684)
Net change on cash flow hedging	(894)	(428)	—
Net impact to other comprehensive (loss) income in current period	416	6,677	(6,684)
Ending balance	<u>\$ (338)</u>	<u>\$ (754)</u>	<u>\$ (7,431)</u>

### Equity Compensation Plans

In August 2021, the Board adopted the 2021 Plan and the ESPP, effective upon the IPO. Pursuant to the 2021 Plan, the Board may grant incentive stock options to purchase shares of our common stock, non-statutory stock options to purchase shares of our common stock, stock appreciation rights, restricted stock, restricted stock units (RSUs), performance awards (PRSUs) and other awards. The ESPP enables eligible employees to purchase our Class A common stock. Both the 2021 Plan and ESPP include an automatic increase to their shares reserve on January 1 of each year as set forth in the respective plan documents.

In August 2022, the Compensation Committee of the Board adopted the 2022 Inducement Plan (the Inducement Plan) in accordance with Listing Rule 5635(c)(4) of the Nasdaq Stock Market. Under the Inducement Plan, nonstatutory stock options, stock appreciation rights, restricted stock, RSUs, PRSUs and other awards may be granted as an inducement material for eligible persons to enter into employment with us. Upon adoption, we have initially reserved 10,000,000 shares of Class A common stock for issuance under the Inducement Plan.

In September 2022, we hired a President and granted him 1,732,501 RSUs under the Inducement Plan and stock options to purchase up to 1,815,980 shares of Class A common stock, of which stock options to purchase up to 1,776,780 shares of Class A common stock were granted under the Inducement Plan and the remaining under the 2021 Plan. Each award will vest over

four years with 25% of the shares vesting on the first anniversary of the grant date and the remaining 75% of the shares vesting in equal quarterly installments thereafter, subject to continued employment.

Shares of common stock reserved for future issuance were as follows (in thousands):

	December 31, 2024
2011 Stock Plan:	
Options, RSUs and PRSUs outstanding	1,867
2021 Equity Incentive Plan:	
Options and RSUs outstanding	19,776
Shares reserved for future award issuances	81,101
2022 Inducement Plan:	
Options and RSUs outstanding	2,723
Shares reserved for future award issuances	6,664
2021 Employee Stock Purchase Plan	
Shares reserved for future award issuances	12,972
Total awards outstanding and shares of common stock reserved for issuance	125,103

### 2021 Employee Stock Purchase Plan

Under the ESPP, the price at which common stock is purchased is equal to 85% of the fair market value of a share of our common stock on the first day of the offering period or the applicable purchase date, whichever is lower. The fair market value of common stock will generally be the closing sales price on the determination date. The ESPP provides an offering period of 24 months, with four purchase periods that are generally six months long and end on May 15 and November 15 of each year. The following table summarizes the information on shares purchased under the ESPP for the years ended December 31, 2024 and 2023:

	2024	Year Ended December 31,	2023	2022
Net shares issued under ESPP <sup>(1)</sup>	569,003		627,371	822,423
Weighted average purchase price	\$ 11.81		\$ 11.88	\$ 13.33
Aggregate net proceeds (in thousands)	\$ 6,643		\$ 7,271	\$ 10,870

(1) Net of shares withheld and retired to satisfy withholding tax requirements for certain employees in jurisdictions outside the United States

The ESPP also includes a reset provision for the purchase price if the fair market value of a share of our common stock on the first day of any purchase period is less than or equal to the fair market value of a share of our common stock on the first day of an ongoing offering. If the reset provision is triggered, a new 24-month offering period begins. Each triggering of the reset provision was considered a modification in accordance with ASC 718, *Stock Based Compensation*, with the modification charge recognized on a straight-line basis over the new offering period. The modifications did not have a material effect on our stock-based compensation expense during the years ended December 31, 2024, 2023, and 2022.

As of December 31, 2024 and 2023, we have withheld \$1.1 million and \$1.3 million of contributions from its employees.

During the years ended December 31, 2024, 2023 and 2022, we recognized \$5.3 million, \$7.6 million and \$12.2 million of stock-based compensation expense related to the ESPP, respectively.

### Determination of Fair Value of the ESPP

We estimate the fair value of the ESPP using the Black-Scholes option-pricing model, which requires certain complex valuation assumption inputs such as expected term, expected stock price volatility, risk-free interest rate and dividend yield.

The fair value of each of the four purchase periods is estimated separately. The following table summarizes the range of valuation assumptions used in estimating the fair value of the ESPP during the period:

Valuation Assumption Inputs	Year Ended December 31,		
	2024	2023	2022
Expected term (in years)	0.5 - 2.0	0.5 - 1.5	0.5 - 2.0
Stock price volatility	48.3% - 57.2%	47.4% - 77.3%	55.8% - 84.5%
Risk-free interest rate	4.29% - 5.41%	4.47% - 5.38%	1.54% - 4.62%
Dividend yield	0.00%	0.00%	0.00%

### Stock Options

Stock options are generally granted with an exercise price equal to the fair market value of a share of common stock at the date of grant, have a 10-year contractual term, and vest over a four-year period.

Stock option activity during the year ended December 31, 2024 is as follows (in thousands, except per share data):

Share Information:	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value <sup>(1)</sup>
<b>Balance as of December 31, 2023</b>	2,395	\$ 10.39	7.0	\$ 31,368
Assumed and converted options from acquisition (Note 6)	512	\$ 3.26		
Stock options exercised	(338)	\$ 0.26		
<b>Balance as of December 31, 2024</b>	2,569	\$ 10.3	7.4	\$ 15,066
Options vested and expected to vest as of December 31, 2024	2,569	\$ 10.3	7.4	\$ 15,066
Options exercisable as of December 31, 2024	1,262	\$ 11.08	6.3	\$ 6,425

(1) Aggregate intrinsic value for stock options represents the difference between the exercise price and the per share fair value of our common stock as of the end of the period, multiplied by the number of stock options outstanding, exercisable, or vested.

Total intrinsic value of options exercised during the years ended December 31, 2024, 2023, and 2022 was \$5.4 million, \$6.8 million, and \$5.9 million, respectively.

The weighted-average grant date fair value per share of the assumed and converted stock options related to the D42 Parent, Inc. acquisition was \$11.09 for the year ended December 31, 2024, of which approximately \$1.8 million was related to post-combination services and will be recognized as stock-based compensation over requisite service period of two years (Note 6).

The weighted-average grant date fair value of stock options granted was \$8.26 per share during the year ended December 31, 2022. There were no options granted during the years ended December 31, 2024 and 2023.

### Determination of Fair Value of Stock Options

We estimate the fair value of stock options using the Black-Scholes option-pricing model, which requires certain complex valuation assumption inputs such as expected term, expected stock price volatility, risk-free interest rate, and dividend yield. The following table summarizes the valuation assumptions used in estimating the fair value of stock options assumed and granted for the years presented:

Valuation Assumption Inputs	Year Ended December 31,	
	2024	2022
Expected term (in years)	6.0	6.1
Stock price volatility	65.0%	65.0%
Risk-free interest rate	4.29%	3.37%
Dividend yield	—%	—%

### Restricted Stock Units

RSUs are granted at fair market value at the date of the grant and typically vest over a four-year period.

RSU activity, which includes PRSUs, during the year ended December 31, 2024 is as follows (in thousands, except per share data):

Share Information:	Number of Shares	Weighted-Average Grant Date Fair Value
<b>Unvested, as of December 31, 2023</b>	26,755	\$ 18.44
Granted <sup>(1)</sup>	17,482	\$ 19.01
Vested <sup>(2)</sup>	(9,747)	\$ 18.47
Forfeited/Cancelled <sup>(3)</sup>	(12,693)	\$ 19.02
<b>Unvested, as of December 31, 2024</b>	<b>21,797</b>	<b>\$ 18.54</b>

- (1) During the year ended December 31, 2024, shares granted includes 0.9 million shares granted to the Executive Chairman as long-term equity incentive award accounted for as a modification. The weighted average grant date fair value was \$69.78 per share. Refer to the Executive Chairman Awards discussion below.
- (2) During the year ended December 31, 2024 total shares that vested were 9.7 million, of which 3.7 million shares were withheld for tax purposes.
- (3) Shares forfeited includes the cancellation of the 2021 Executive Chairman Performance Award consisting of 6,000,000 PRSUs discussed in the Executive Chairman Awards section below.

The total fair value of vested RSUs during the years ended December 31, 2024, 2023, and 2022 were \$180.0 million, \$175.3 million, and \$235.0 million, respectively.

#### *Performance-Based Awards*

##### *Executive Chairman Awards*

In May 2019, the Board approved a grant of 166,390 shares PRSUs to our then CEO, now current Executive Chairman. The vesting of these PRSUs is contingent upon the satisfaction of certain milestones. The revenue-related milestone and the liquidity event condition were met prior to December 31, 2021. Upon completion of the milestones, the time-based vesting was the only condition yet to be satisfied over the remaining requisite service period. All shares related to this grant were vested as of December 31, 2023.

In September 2021, the Board approved a grant of 6,000,000 PRSUs to our Executive Chairman, with a time-based service condition beginning January 1, 2022, and a market condition involving five separate stock price targets ranging from \$70.00 to \$200.00 per share for each of the five vesting tranches (2021 Executive Chairman Performance Award). The 2021 Executive Chairman Performance Award had a total grant date fair value of \$131.0 million.

The fair value of the 2021 Executive Chairman Performance Award was determined at grant date by using the Monte Carlo simulation model, which requires certain complex valuation assumption inputs such as measurement period, expected stock price volatility, risk-free interest rate and dividend yield.

The valuation assumptions using the Monte Carlo simulation model at the date of grant were:

Valuation Assumption Inputs	
Measurement period (in years)	7.0
Stock price volatility	60.0%
Risk-free interest rate	1.12%
Dividend yield	—%

As a result of macroeconomic conditions outside the control of our leadership team, the five separate stock price hurdles were considered by the Board to be too high for the 2021 Executive Chairman Performance Award to have the retention value expected at the time the award was granted. In February 2024, the Board approved the cancellation of the 2021 Executive Chairman Performance Award and the grant of a 2024 Executive Chairman Award with a fair value of \$19.0 million, both effective March 1, 2024.

We accounted for the 2024 Executive Chairman Award as a modification. There were no incremental costs recognized as a result of the modification and the remaining unrecognized stock-based compensation expense from the 2021 Executive Chairman Performance Award of \$61.9 million will be recognized over the vesting period of the new 2024 Executive Chairman Award. The 2024 Executive Chairman Award is comprised of 70% time-based RSUs that vest quarterly over four years and 30% PRSUs with the same terms as the Executive PRSUs discussed below.

For the year ended December 31, 2024, we recognized \$19.4 million, of stock-based compensation expense related to the 2024 Executive Chairman Award. For the years ended December 31, 2024, 2023 and 2022 we recognized \$4.6 million (prior to modification), \$28.1 million and \$27.6 million of stock-based compensation expense associated with the 2021 Executive Chairman Performance Award, respectively.

#### Executive PRSUs

In February 2024, the Board approved PRSUs to be granted to certain members of the executive team (Executive PRSUs), subject to service and performance-based vesting conditions. The performance-based vesting conditions include revenue and free cash flow targets over the performance period from January 1 to December 31, 2024, and vest over three years from the grant date. 70% and 30% of each Executive PRSU award will be earned based on Freshworks' achievement of revenue and free cash flow targets, respectively. The performance targets allow our executives to earn up to a maximum of 177.5% of target performance in the aggregate for significant outperformance.

The fair value of each PRSU is based on the fair value of our common stock on the date of grant. Stock-based compensation associated with these Executive PRSUs is recognized using the accelerated attribution method over the requisite service period, based on Freshworks' periodic assessment of the probability that the performance will be achieved. For the year ended December 31, 2024, we recognized \$5.0 million of stock-based compensation expense related to the Executive PRSUs.

#### Stock-Based Compensation

Total stock-based compensation expense recorded for the years ended December 31, 2024, 2023, and 2022 was as follows (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Equity awards:			
Cost of revenue	\$ 6,565	\$ 6,774	\$ 7,039
Research and development <sup>(1)</sup>	41,512	37,524	36,413
Sales and marketing <sup>(2)</sup>	63,219	66,755	64,328
General and administrative <sup>(3)</sup>	105,410	99,654	99,916
Stock-based compensation, net of amounts capitalized	216,706	210,707	207,696
Capitalized stock-based compensation	1,358	1,758	1,665
Total stock-based compensation expense	\$ 218,064	\$ 212,465	\$ 209,361

(1) Stock-based compensation expense recorded to research and development in the consolidated statements of operations excludes amounts that were capitalized for internal-use software.

(2) Sales and marketing expense for the years ended December 31, 2024, 2023, and 2022 includes \$6.5 million, \$9.6 million, and \$3.2 million, respectively, of stock-based compensation expense associated with RSUs, PRSUs and options granted to the President. After the appointment of the President as our Chief Executive Officer, stock-based compensation expenses were included in General and Administrative.

(3) General and administrative expense includes stock-based compensation associated with RSUs and PRSUs granted to our Executive Chairman of \$50.4 million, \$55.9 million and \$55.9 million for the years ended December 31, 2024, 2023 and 2022, respectively.

As of December 31, 2024, unrecognized stock-based compensation expense related to unvested stock-based awards was as follows (in thousands, except for period data):

	December 31, 2024	
	Unrecognized Stock-Based Compensation	Weighted-Average Period to Recognize Expense (in years)
RSUs and PSUs	\$ 349,675	2.6
Stock options	7,503	1.6
ESPP	5,392	1.1
Total unrecognized stock-based compensation expense	\$ 362,570	

### 13. Restructuring Charges

In November 2024, the Board approved a restructuring plan as a part of our efforts to align our talent with our strategic priorities and to improve operating efficiency. As a result, during the year ended December 31, 2024, we have recorded

restructuring charges of \$9.7 million in our consolidated statements of operations, which consist of severance costs of \$8.1 million and other related-personnel and exit costs of \$1.6 million. We expect to complete the restructuring plan by the end of the second quarter of fiscal year 2025.

The following table shows the total amount incurred and accrued related to restructuring charges (in thousands):

	Amount
Accrued restructuring costs as of December 31, 2023	\$ —
Restructuring charges incurred during the period	9,664
Amounts paid during the period	7,314
Accrued restructuring costs as of December 31, 2024	\$ 2,350

The remaining balance of \$2.4 million as December 31, 2024, primarily related to severance and is included in accrued liabilities in our consolidated balance sheets.

#### 14. Income Taxes

Our net loss before provision for income taxes for the years ended December 31, 2024, 2023, and 2022 was as follows (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Domestic	\$ (130,763)	\$ (165,144)	\$ (252,261)
Foreign	39,926	41,375	31,471
Total	\$ (90,837)	\$ (123,769)	\$ (220,790)

The components of the provision for income taxes for the years ended December 31, 2024, 2023, and 2022 were as follows (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Current:			
Domestic	\$ 3,381	\$ 2,810	\$ 2,137
Foreign	13,792	12,179	11,610
Deferred:			
Domestic	(14,165)	—	—
Foreign	1,523	(1,322)	(2,405)
Total provision for income taxes	\$ 4,531	\$ 13,667	\$ 11,342

The following is a reconciliation of the federal statutory income tax rate to our effective tax rate for the years ended December 31, 2024, 2023, and 2022:

	Year Ended December 31,		
	2024	2023	2022
Federal income tax	21.0 %	21.0 %	21.0 %
Stock-based compensation	(23.9)	(16.9)	(1.6)
Change in valuation allowance	4.3	(6.4)	(22.4)
Foreign tax rate differential	(4.9)	—	—
Earnings from foreign subsidiaries	(2.1)	(1.8)	(1.2)
Uncertain tax positions	(3.2)	(2.1)	—
U.S. taxes on foreign operations	3.5	(4.8)	—
Other items	0.3	—	(0.9)
Total provision for income taxes	(5.0)%	(11.0)%	(5.1)%

The components of our net deferred tax assets as of December 31, 2024 and 2023, were as follows (in thousands):

	December 31,	
	2024	2023
Deferred tax assets:		
Net operating loss carryforwards	\$ 58,907	\$ 81,373
Foreign tax credit carryforwards	8,489	5,999
Capitalized R&E under IRC 174	98,274	65,478
Stock-based compensation	6,705	3,672
Accruals and reserves	9,965	8,948
Depreciation and amortization	—	3,328
Allowance for uncollectible accounts	412	1,003
Operating lease liability	9,518	6,877
Total deferred tax assets	192,270	176,678
Less: valuation allowance	(151,738)	(154,788)
Deferred tax assets, net of valuation allowance	40,532	21,890
Deferred tax liabilities:		
Commissions	(6,102)	(5,926)
Depreciation and amortization	(17,159)	—
Operating lease right-of-use assets	(8,772)	(5,951)
Net deferred tax assets	\$ 8,499	\$ 10,013

We regularly review our deferred tax assets for recoverability based on historical taxable income, projected future taxable income, the expected timing of the reversals of existing taxable temporary differences and tax planning strategies. Our judgment regarding future profitability may change due to many factors, including future market conditions and the ability to successfully execute the business plans and/or tax planning strategies. Should there be a change in the ability to recover deferred tax assets, our income tax provision would increase or decrease in the period in which the assessment is changed.

Our valuation allowance increased by \$(3.1) million and \$8.7 million during the years ended December 31, 2024 and 2023, respectively.

The Tax Cuts and Jobs Act of 2017 (TCJA) made a significant change to Internal Revenue Code Section 174, which went into effect for taxable years beginning after December 31, 2021. The change requires Companies to capitalize specific research and experimental (R&E) expenditures and amortize over five years for U.S. incurred R&E or fifteen years for foreign incurred R&E beginning on January 1, 2022. This mandatory capitalization requirement does not have a material impact on the 2023 cash tax liabilities due to sufficient tax attributes.

We have not provided U.S. income taxes and foreign withholding taxes on undistributed earnings of foreign subsidiaries because we intend to permanently reinvest such earnings outside the United States.

#### *Net Operating Loss and Credit Carryforwards*

As of December 31, 2024, we have U.S. federal net operating loss (NOL) carryforwards of approximately \$237.9 million. If not utilized, the federal NOL carryforwards will begin to expire in 2034. For the federal NOL carryforwards arising in tax years beginning after December 31, 2017, which represents the majority of our federal NOL carryforwards, the Tax Act limits our ability to utilize carryforwards to 80% of taxable income; however, these NOLs may be carried forward indefinitely. As of December 31, 2024, the NOL carryforwards for all the states in the United States is \$146.8 million. If not utilized, the state NOL carryforwards will begin to expire in 2025.

As of December 31, 2024, we also have federal tax credits carryforwards of \$8.1 million. If not utilized, the credits will begin to expire in 2027.

Utilization of the NOL carryforwards may be subject to a substantial annual limitation due to the ownership change provisions of IRC Section 382 and similar state provisions. The annual limitation may result in the expiration of NOL carryforwards before utilization. We continually monitors the impact to net operating losses of any ownership changes.



### Unrecognized Tax Benefits

We have adopted authoritative guidance which prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of uncertain tax positions taken or expected to be taken in our income tax return, and also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition.

We recognize financial statement benefit of a tax position only after determining that the relevant tax authority would more-likely-than-not sustain the position following an audit. For tax positions meeting the more-likely-than-not threshold, the amount recognized in the consolidated financial statements is the largest benefit that has no likelihood of being realized upon ultimate settlement with the relevant tax authority. As of December 31, 2024 and 2023, we had gross unrecognized tax benefits of \$8.1 million and \$5.6 million, respectively, all of which would affect the effective tax rate, if recognized, after consideration of valuation allowance.

The following table presents a reconciliation of the beginning and ending amount of the unrecognized tax benefits (in thousands):

	Year Ended December 31,	
	2024	2023
Unrecognized gross tax benefits at the beginning of the period	\$ 5,634	\$ 3,647
Increases related to prior year tax positions	449	—
Decreases related to prior year tax positions	—	(22)
Increases in current year unrecognized benefits	2,061	2,009
Unrecognized gross tax benefits at the end of the period	\$ 8,144	\$ 5,634

We recognize interest and penalties related to income tax matters as a component of income tax expense. Accrued interest of \$2.2 million and \$1.4 million has been recorded as of December 31, 2024 and 2023, respectively.

Our major tax jurisdictions are India and the United States and we also files income tax returns in various U.S. states and foreign jurisdictions. Carryover attributes beginning December 31, 2008, remain open to adjustment by the U.S. federal and state authorities. The U.S. federal, state, and foreign jurisdictions have statutes of limitations that generally range from three to five years. Due to our net losses, substantially all of its federal and state income tax returns are subject to examination since inception. We are under examination in India and have appealed our case to the tribunal court. As of December 31, 2024, we are waiting the results of the appeal. We believe that we have provided adequate reserves for our income tax uncertainties in all open tax years. As the outcome of our tax audits are resolved in a manner inconsistent with management's expectations, we could adjust our provision for income taxes in the future.

### 15. Net Loss Per Share

Basic net loss per share attributable to common stockholders is computed by dividing the net loss by the number of weighted-average outstanding shares of common stock. Diluted net loss per share attributable to common stockholders is determined by giving effect to all potential common equivalents during the reporting period, unless including them yields an antidilutive result. We consider our stock options and RSUs as potential common stock equivalents, but excluded them from the computation of diluted net loss per share attributable to common stockholders for the periods presented, as their effect was antidilutive.

The rights, including the liquidation and dividend rights, of the holders of Class A and Class B common stock are identical, except with respect to voting, conversion, and transfer rights. As the liquidation and dividend rights are identical, the undistributed earnings are allocated on a proportionate basis to each class of common stock and the resulting basic and diluted

net loss per share attributable to common stockholders are the same for both Class A and Class B common stock on both an individual and combined basis.

The following table sets forth the computation of basic and diluted net loss per share attributable to common stockholders (in thousands, except per share data):

	Year Ended December 31,		
	2024	2023	2022
Numerator:			
Net loss	\$ (95,368)	\$ (137,436)	\$ (232,132)
Net loss attributable to Class A and Class B common stockholders - basic and diluted	<u>\$ (95,368)</u>	<u>\$ (137,436)</u>	<u>\$ (232,132)</u>
Denominator:			
Weighted-average shares used in computing net loss per share attributable to Class A and Class B common stockholders - basic and diluted	300,843	293,087	284,587
Net loss per share attributable to Class A and Class B common stockholders - basic and diluted	<u>\$ (0.32)</u>	<u>\$ (0.47)</u>	<u>\$ (0.82)</u>

The following table summarizes the potential common equivalents that were excluded from the computation of diluted net loss per share attributable to Class A and Class B common stockholders for the periods presented (in thousands):

	Year Ended December 31,		
	2024	2023	2022
RSUs and PRSUs	21,797	26,755	32,253
Stock options	2,569	2,395	2,758
ESPP	96	109	124
Total	<u>24,462</u>	<u>29,259</u>	<u>35,135</u>

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None.

**Item 9A. Controls and Procedures****Evaluation of Disclosure Controls and Procedures**

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), as of the end of the period covered by this report.

In designing and evaluating our disclosure controls and procedures, management recognizes that any disclosure controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Based on management’s evaluation, our principal executive officer and principal financial officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures are designed to, and are effective to, provide assurance at a reasonable level, that the information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

**Management’s Report on Internal Control over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Exchange Act Rules 13a-15(f) and 15d-15(f). Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2024 based on the guidelines established in the *Internal Control—Integrated Framework* (2013 framework) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Our internal control over financial reporting includes policies and procedures that provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with GAAP.

Consistent with SEC guidance that an assessment of a recently acquired business may be omitted from management’s evaluation of disclosure controls and procedures in the year of acquisition, our management excluded from such evaluation an assessment of the effectiveness of our internal control over financial reporting related to D42 Parent, Inc.. D42 Parent, Inc., which we acquired on June 6, 2024, represented less than 2% of our consolidated total assets as of December 31, 2024 and is approximately 3% of our consolidated revenues for the year ended December 31, 2024. We are in the process of integrating this business into our overall internal controls over financial reporting process and plan to include it in our scope for the fiscal year ended December 31, 2025.

Based on the results of our evaluation, our management concluded that our internal control over financial reporting was effective as of December 31, 2024 to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP.

Our independent registered public accounting firm, Deloitte & Touche LLP, has issued an audit report on our internal control over financial reporting, which appears in Part II, Item 8 of this Form 10-K.

**Changes in Internal Controls over Financial Reporting**

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by Rules 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during our most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. We are in the process of reviewing the internal control structure of D42 Parent, Inc. and, if necessary, will make appropriate changes as we continue to integrate D42 Parent, Inc. into our overall internal control over financial reporting processes.

### **Inherent Limitations of Disclosure Controls and Procedures and Internal Control over Financial Reporting**

It should be noted that any system of controls, however well designed and operated, can provide only reasonable, and not absolute, assurance that the objectives of the system will be met. In addition, the design of any control system is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Because of the inherent limitations, misstatements due to error or fraud may occur and not be detected.

**Item 9B. Other Information**

**Rule 10b5-1 Trading Plans**

During the three months ended December 31, 2024, our officers (as defined in Rule 16a-1(f) under the Exchange Act) and directors adopted or terminated the contracts, instructions or written plans for the purchase or sale of our securities, each of which is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act, as set forth in the table below.

Name	Title	Action	Date	Expiration Date	Total number of securities to be sold
Tyler Sloat	Chief Financial Officer and Chief Operating Officer	Termination <sup>(1)</sup>	November 4, 2024	September 30, 2025	Up to 500,000 shares

(1) Represents the termination of a written plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) adopted on June 6, 2024.

**Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

Not applicable.

### Part III

#### **Item 10. Directors, Executive Officers and Corporate Governance**

The information required by this item (other than the information set forth in the next paragraph) is incorporated by reference to the information as set forth under the captions “Proposal 1 — Election of Directors,” “Information Regarding our Board of Directors and Corporate Governance,” and “Executive Officers” in the definitive Proxy Statement for the 2025 Annual Meeting of Stockholders, which will be filed with the SEC no later than 120 days after December 31, 2024.

We have adopted a code of business conduct and ethics that applies to, among others, our directors, officers, and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. Our code of business conduct and ethics is available under the Corporate Governance section of our investor relations website at [ir.freshworks.com](http://ir.freshworks.com). We intend to satisfy the disclosure requirement under Item 5.05 of Form 8-K regarding amendments to, or waiver from, a provision of our code of business conduct and ethics by posting such information on the website address and location specified above.

#### **Item 11. Executive Compensation**

The information required by this item is incorporated by reference to the information as set forth under the captions “Executive Compensation,” “Director Compensation,” and “Information Regarding our Board of Directors and Corporate Governance” in the definitive Proxy Statement for the 2025 Annual Meeting of Stockholders, which will be filed with the SEC no later than 120 days after December 31, 2024.

#### **Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The information required by this item is incorporated by reference to the information as set forth under the caption “Security Ownership of Certain Beneficial Owners and Management” in the definitive Proxy Statement for the 2025 Annual Meeting of Stockholders, which will be filed with the SEC no later than 120 days after December 31, 2024.

#### **Item 13. Certain Relationships and Related Transactions, and Director Independence**

The information required by this item is incorporated by reference to the information as set forth under the captions “Transactions with Related Persons and Indemnification” and “Information Regarding our Board of Directors and Corporate Governance” in the definitive Proxy Statement for the 2025 Annual Meeting of Stockholders, which will be filed with the SEC no later than 120 days after December 31, 2024.

#### **Item 14. Principal Accountant Fees and Services**

The information required by this item is incorporated by reference to the information as set forth under the caption “Proposal 2 — Ratification of Selection of Independent Registered Public Accounting Firm” in the definitive Proxy Statement for the 2025 Annual Meeting of Stockholders, which will be filed with the SEC no later than 120 days after December 31, 2024.

## Part IV

### Item 15. Exhibits and Financial Statement Schedules.

#### (a) Financial Statements

See Index to Consolidated Financial Statements in Item 8 of this Annual Report on Form 10-K.

#### (b) Financial Statement Schedule

All financial statement schedules are omitted because the information required to be set forth therein is not applicable or is shown in the consolidated financial statements or the notes thereto.

#### (c) Exhibits.

The documents listed in the Exhibit Index of this Annual Report on Form 10-K are incorporated by reference or are filed with this Annual Report on Form 10-K.

Exhibit Number	Description of Exhibit	Form	File No.	Exhibit	Filing Date	Filed Herewith
3.1	<a href="#">Amended and Restated Certificate of Incorporation.</a>	8-K	001-40806	3.1	September 24, 2021	
3.2	<a href="#">Amended and Restated Bylaws.</a>	S-1/A	333-259118	3.4	September 13, 2021	
4.1	<a href="#">Form of Class A common stock certificate of Freshworks Inc.</a>	S-1/A	333-259118	4.1	September 13, 2021	
4.2	<a href="#">Seventh Amended and Restated Investors' Rights Agreement by and among Freshworks Inc. and certain of its stockholders, dated December 16, 2019.</a>	S-1	333-259118	4.2	August 27, 2021	
4.3	<a href="#">Voting Agreement by and among Freshworks Inc. and certain of its stockholders, dated August 26, 2021.</a>	S-1	333-259118	4.3	August 27, 2021	
4.4	<a href="#">Description of Securities.</a>	10-K	001-40806	4.4	February 23, 2022	
10.1†	<a href="#">Freshworks Inc. 2011 Stock Plan, as amended, and forms of agreements thereunder.</a>	S-1	333-259118	10.1	August 27, 2021	
10.2†	<a href="#">Freshworks Inc. 2021 Equity Incentive Plan and forms of agreements thereunder.</a>	S-1/A	333-259118	10.2	September 13, 2021	
10.3†	<a href="#">Freshworks Inc. 2021 Employee Stock Purchase Plan.</a>	S-1/A	333-259118	10.3	September 13, 2021	
10.4†	<a href="#">Amended and Restated Offer Letter by and between Freshworks Inc. and Rathna Girish Mathrubootham, dated August 25, 2021.</a>	S-1	333-259118	10.6	August 27, 2021	
10.5†	<a href="#">Amended and Restated Offer Letter by and between Freshworks Inc. and Tyler Sloat, dated August 25, 2021.</a>	S-1	333-259118	10.7	August 27, 2021	
10.6†	<a href="#">Amended and Restated Offer Letter by and between Freshworks Inc. and Srinivasagopalan Ramamurthy, dated August 25, 2021.</a>	S-1	333-259118	10.10	August 27, 2021	
10.7†	<a href="#">Amended and Restated Offer Letter by and between Freshworks Inc. and Mika Yamamoto, dated September 28, 2023.</a>	10-K	001-40806	10.9	February 16, 2024	
10.8	<a href="#">Lease by and between Freshworks Inc. and Bay Meadows Station 2 Investors, LLC, dated September 20, 2018.</a>	S-1	333-259118	10.11	August 27, 2021	
10.9	<a href="#">Lease Deed by and between Registrant and Faery Estates Private Limited, dated December 20, 2018.</a>	S-1	333-259118	10.12	August 27, 2021	
10.10	<a href="#">Lease Deed by and between Registrant and Faery Estates Private Limited, dated December 27, 2018.</a>	S-1	333-259118	10.13	August 27, 2021	



## Table of Contents

10.11	<a href="#"><u>Lease Deed by and between Registrant and Faery Estates Private Limited, dated May 20, 2019.</u></a>	S-1	333-259118	10.14	August 27, 2021	
10.12	<a href="#"><u>Lease Deed by and between Registrant and Faery Estates Private Limited, dated May 20, 2019.</u></a>	S-1	333-259118	10.15	August 27, 2021	
10.13	<a href="#"><u>Lease Deed by and between Registrant and Faery Estates Private Limited, dated May 31, 2019.</u></a>	S-1	333-259118	10.16	August 27, 2021	
10.14	<a href="#"><u>Lease Deed by and between Registrant and Faery Estates Private Limited, dated May 31, 2019.</u></a>	S-1	333-259118	10.17	August 27, 2021	
10.15	<a href="#"><u>Lease Deed by and between Registrant and Faery Estates Private Limited, dated November 29, 2019.</u></a>	S-1	333-259118	10.18	August 27, 2021	
10.16†	<a href="#"><u>Form of Indemnification Agreement entered into by and between Freshworks Inc. and each director and executive officer.</u></a>	S-1/A	333-259118	10.19	September 13, 2021	
10.17†	<a href="#"><u>2022 Inducement Plan and forms of agreements thereunder.</u></a>	S-8	333-267201	4.2	August 31, 2022	
10.18†	<a href="#"><u>2022 Inducement Plan Form of Global RSU Grant Package.</u></a>	S-8	333-267201	4.3	August 31, 2022	
10.19†	<a href="#"><u>2022 Inducement Plan Form of Global Stock Option Grant Package.</u></a>	S-8	333-267201	4.4	August 31, 2022	
10.20†	<a href="#"><u>Offer Letter by and between Freshworks Inc. and Dennis Woodside dated August 15, 2022.</u></a>	10-Q	001-40806	10.4	November 4, 2022	
10.21	<a href="#"><u>Lease Deed by and between Registrant and Airoli ITP Development Private Limited, dated December 14, 2022</u></a>	10-K	001-40806	10.25	May 1, 2024	
10.22†	<a href="#"><u>Freshworks Inc. 2024 Cash Incentive Plan</u></a>	10-Q	001-40806	10.1	May 1, 2024	
10.23	<a href="#"><u>Agreement and Plan of Merger, dated as of April 30, 2024, by and among Freshworks Inc., Doppler Merger Sub, Inc., D42 Parent, Inc. and Shareholder Representative Services LLC</u></a>	8-K	001-40806	2.1	May 1, 2024	
10.24	<a href="#"><u>Lease Deed by and between Registrant and Airoli ITP Development Private Limited, dated October 15, 2024</u></a>					X
10.25	<a href="#"><u>Lease Deed by and between Registrant and Airoli ITP Development Private Limited, dated October 15, 2024</u></a>					X
10.26†	<a href="#"><u>Non-Employee Director Compensation Program; Effective January 1, 2025</u></a>					X
19.1	<a href="#"><u>Freshworks Inc. Insider Trading Policy (Adopted August 5, 2021; Effective on September 21, 2021) (as amended October 23, 2024)</u></a>					X
21.1	<a href="#"><u>List of subsidiaries of Freshworks Inc.</u></a>					X
23.1	<a href="#"><u>Consent of Deloitte &amp; Touche LLP, independent registered public accounting firm.</u></a>					X
24.1	<a href="#"><u>Power of Attorney (included on signature page).</u></a>					X
31.1	<a href="#"><u>Section 302 Certification of Principal Executive Officer</u></a>					X
31.2	<a href="#"><u>Section 302 Certification of Principal Financial Officer</u></a>					X
32.1#	<a href="#"><u>Section 906 Certification of Principal Executive Officer</u></a>					X
32.2#	<a href="#"><u>Section 906 Certification of Principal Financial Officer</u></a>					X

97.1	<a href="#">Freshworks Incentive Compensation Recoupment (Clawback) Policy</a>	10-K	001-40806	97	February 16, 2024
101.INS	Inline XBRL Instance Document—the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document				
101.SCH	Inline XBRL Taxonomy Extension Schema Document				X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document				X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document				X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document				X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document				X
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)				

† Indicates management contract or compensatory plan.

# The certifications attached as Exhibit 32.1 and 32.2 accompany this Annual Report on Form 10-K pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and shall not be deemed “filed” by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and are not to be incorporated by reference into any of the Registrant’s filings under the Securities Act of 1933, as amended, irrespective of any general incorporation language contained in any such filing.

#### Item 16. Form 10-K Summary

None.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on February 20, 2025.

**Freshworks Inc.**

By: /s/ Dennis Woodside  
Dennis Woodside  
Chief Executive Officer and President (Principal Executive Officer)

By: /s/ Tyler Sloat  
Tyler Sloat  
Chief Operating Officer and Financial Officer  
(Principal Financial Officer)

By: /s/ Philippa Lawrence  
Philippa Lawrence  
Chief Accounting Officer  
(Principal Accounting Officer)

---

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dennis Woodside and Tyler Sloat and each or any one of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in their name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this report on Form 10-K, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1934, this report has been signed below by the following persons on behalf of the registrant, and in the capacities and on the dates indicated.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
<u>/s/ Dennis Woodside</u> Dennis Woodside	Chief Executive Officer, President, and Director (Principal Executive Officer)	February 20, 2025
<u>/s/ Tyler Sloat</u> Tyler Sloat	Chief Operating Officer and Chief Financial Officer (Principal Financial Officer)	February 20, 2025
<u>/s/ Philippa Lawrence</u> Philippa Lawrence	Chief Accounting Officer (Principal Accounting Officer)	February 20, 2025
<u>/s/ Rathna Girish Mathrubootham</u> Rathna Girish Mathrubootham	Executive Chairman	February 20, 2025
<u>/s/ Roxanne S. Austin</u> Roxanne S. Austin	Director	February 20, 2025
<u>/s/ Johanna Flower</u> Johanna Flower	Director	February 20, 2025
<u>/s/ Sameer Gandhi</u> Sameer Gandhi	Director	February 20, 2025
<u>/s/ Randy Gottfried</u> Randy Gottfried	Director	February 20, 2025
<u>/s/ Zachary Nelson</u> Zachary Nelson	Director	February 20, 2025
<u>/s/ Barry Padgett</u> Barry Padgett	Director	February 20, 2025
<u>/s/ Frank Pelzer</u> Frank Pelzer	Director	February 20, 2025
<u>/s/ Jennifer Taylor</u> Jennifer Taylor	Director	February 20, 2025

**LEASE DEED**

This Deed of Lease ("Lease Deed") made and entered into at Chennai on this 15<sup>th</sup> day of October, in the year 2024

**BETWEEN**

**AIROLI ITP Development Private Limited., (PAN: AAPCA9792D)** a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at Global Infocity Park, No.40, MGR Salai, Kandanchavadi, Perungudi, Chennai – 600096 , Represented herein by its authorized Signatory, **Mr. K.M. Mohan**, Authorized by the board resolution dated 04<sup>th</sup> September 2017 (hereinafter referred to as "the Lessor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-title and permitted assigns) of the **ONE PART**;

**AND**

**M/s Freshworks Technologies Private Limited, (AABCF6966C )** a company incorporated under the Companies Act, 1956, having its registered office at Global Infocity Park, Block A, 40 MGR Salai, Perungudi, Chennai - 600 096, through its duly authorized signatory, Mr. P. Mehra, authorized by the board resolution dated 15/Oct/2024, (hereinafter referred to as the "**LESSEE**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **OTHER PART**.

(The Lessor and the Lessee are hereinafter referred to individually as a "Party" and collectively as the "Parties" wherever the context so requires or permits).

**WHEREAS:**

- A. Faery Estates Private Limited (hereinafter referred to as "**FEPL**") was the owner of land admeasuring 12.52 Acres (including OSR area), situated, lying and being a plot no. 40, MGR Salai, Kandanchavadi, Perungudi, Chennai – 600 096 and more particularly described in **Schedule I** hereunder written (hereinafter referred to as the **Said Land**), having acquired the

/S/KM

Lessor's initial

/S/PM

Lessee's initial

same under Deeds of Sale registered as document numbers as given below in the Office of the Sub-Registrar, Neelankarai:

Sl No.	Survey Nos.	Sale Deed Dated	Document No.
1	36 / 17 A	22.05.2006	3102 / 2006
2	227 / 1A	22.05.2006	3103 / 2006
3	227 / 1 B	22.05.2006	3103 / 2006
4	227 / 2A1	22.05.2006	3103 / 2006
5	227 / 2A2	22.05.2006	3103 / 2006
6	228 / 1A1C	20.09.2005	5461 / 2005
7	228 / 1A1A	20.09.2005	5461 / 2005

- B. FEPL has constructed and developed on the Said Land the IT Park building as stipulated in **Item 2 of Schedule II** (hereinafter referred to as the “**Building**”);
- C. FEPL amalgamated into Airoli ITP Development Private Limited (Lessor herein) in terms of Scheme of Amalgamation approved in CP(CAA)/22/(CHE)/2021 and CA(CAA)/619/2020 by the National Company Law Tribunal, Division Bench-1 Chennai and by virtue thereof, the Lessor is owner and well and sufficiently entitled to the Said Land and the Building for all intents and purposes.
- D. The Lessee is engaged in the business of Information Technology/Information Technology Enabled Services (“**IT/ITES**”);
- E. The Lessee has approached the Lessor and has requested the Lessor to lease to the Lessee, the premises more particularly described in **Item 3 of Schedule II** hereinafter referred to as the “**Demised Premises**” and shown on the plan thereof annexed hereto and marked as **Annexure “A”** for the purpose stipulated in **Item 4 of Schedule II** and commencing on the Commencement Date as stipulated in **Item 5 of Schedule II** for the Lease Term (*as defined hereinafter*);

/S/KM

Lessor's initial

/s/PM

Lessee's initial

- F. The Lessor has considered the request made by the Lessee and has agreed to lease the Demised Premises on certain terms and conditions, which have been mutually agreed upon by and between them;
- G. The Lessee has investigated the title to the said Property and accepted the same;
- H. The Parties are desirous of recording the terms and conditions of the Lease Deed arrived at by and between them in the manner hereinafter appearing;

**NOW THIS LEASE DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO** as under:-

1. **Recitals**

The recitals contained above shall form an integral and operative part of this Lease Deed as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

2. **Definitions & Interpretations**

2.1 **Definitions:**

/S/KM	/S/PM
Lessor's initial	Lessee's initial

For purposes of this Lease Deed, unless the context otherwise requires, the under mentioned expressions shall have the under mentioned meaning:

**“Acts of God”** shall mean the effects of any natural element or other natural disaster including but not limited to storm, flood, lightning, earthquake, cyclone, etc. which are beyond the control of the Parties.

**“Additional Parking Fees”** shall mean the fees charged by the Lessor at the rate set out in **Item 18** in **Schedule II** in terms of Clause 9.3;

**“Affiliate, Associate or Subsidiary”** shall with respect to the Lessee mean (a) a company which is a holding or subsidiary company of the Lessee, as defined under the Companies Act, 1956; (b) a person under the control of, or under common control with, the Lessee; or (c) an entity, in which the Lessee has direct or beneficial interest or control of more than 51% (fifty one) percent of the voting securities of such entity.

**“Business Day”** shall mean a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Lease Deed is to be performed

**“Chargeable Area”** in respect of the Demised Premises refers to an area stipulated in **Item 8** of Schedule-II;

**“Commencement Date”** shall have the meaning given to such term in Clause 4.1 hereof;

**“Conduits”** shall mean the pipes, sewers, drains, ducts, gutters, electric mains, wires, cables (for communication and reception system), channels, flues that are common for all the lessees/users/occupiers of the Building, which shall be the obligation of the Lessor to provide up to the Demised Premises (i.e. High Side) and thereafter Lessee shall, make its own arrangement for such facilities within the Demised Premises in terms of this Lease Deed.

/S/KM	/s/PM
Lessor's initial	Lessee's initial



**“Building/said Building”** shall mean the building as more particularly set out in **Item 2 of Schedule II**;

**“Demised Premises”** shall have the meaning given to such term in as stipulated in **Item 3 of Schedule II**;

**“Due Date”** shall, for the purposes of Lease Rent, Interest Free Security Deposit and all other payments that are due by the Lessee to the Lessor in terms of this Lease Deed, mean the day on which the same are payable;

**“Fit-Out Period”** shall mean the period stipulated in **Item 10 of Schedule II** commencing from the Commencement Date/s and expiring one day prior to the Lease Rent Commencement Date/s during which period the Lease Rent is not payable;

**“Force Majeure Events”** shall mean and include all events which are (i) beyond the control of the Parties and arising after the date hereof, preventing or delaying total or partial carrying out of the obligations set forth including but not limited to any strikes, lockout, fire, revolution, wars, rebellion, sabotage, terrorism, civil disturbances, acts of enemies, embargoes or other disasters; and/or (ii) Acts of God;

**“Initial Term”** shall mean the initial term as set out in **Item 6 of Schedule II** in respect of the Demised Premises commencing from the Commencement Date;

**“Handover Condition”** shall mean the handover of the Demised Premises in a condition as set out in Annexure **“B”**.

**“Lease Term”** shall mean the Initial Term and the Renewal Term (only if applicable);

**“Interest Free Security Deposit”** shall mean an interest free refundable deposit which shall be kept deposited by the Lessee during the Lease Term with the Lessor in terms of Clause 8 hereof;

/S/KM                      /S/PM  
Lessor's initial      Lessee's initial

**"Lease Rent"** shall mean the periodic payment on monthly basis payable in advance, during the Lease Term , by the Lessee to the Lessor in terms of Clause 5 hereof;

**"Lease Rent Commencement Date"** shall mean the date stipulated in **Item 14 of Schedule II** and in terms of Clause 4.2 hereof;

**"Lease Rent Free Period/s"** shall, in respect of the Demised Premises, mean the period stipulated in **Item 15 of Schedule II** and during which the Lessee shall be entitled to fit out the Demised Premises and for which the period of Lease Rent is not payable;

**"Lock-in-Period"** shall have the meaning given to such term as set out in **Item 16 of Schedule II** and Clause 7 hereof

**"Month"** shall mean a month, as per the English calendar;

**"Permitted Use" / "Purpose"** shall, as provided stipulated in **Item 4 of the Schedule II** and no other purpose;

**"Parking Fees"** shall mean the fees charged by the Lessor at the rate set out in **Item 17 in Schedule II** in terms of Clause 9.2;

**"Property Tax"** shall mean the present and future tax, commonly referred to as property or municipal tax which is imposed by municipal authorities in relation to the Demised Premises and which shall be paid and borne by the Lessor only;

**"Fit-Outs Guidelines"** shall mean the regulations as presently applicable for enabling the Lessee from the Commencement Date to carry Fit-outs in the Demised Premises, however, the Lessor may clarify, add to or amend the Regulations pertaining to Fit-outs from time to time; provided the same do not prejudicially affect the Lessee;

/S/KM

Lessor's initial

/s/PM

Lessee's initial

**“Renewal Term”** shall mean the period set out in **Item 7 of Schedule II**;

**“GST”** shall mean any service GST / or any other applicable taxes by whatever name called, not being Property Tax that is or may be imposed on the Lease Rent and all other amounts payable under this Lease Deed (also including any increases thereof from time to time).

2.2.      **Interpretation:**

- 2.2.1 The headings to the Clauses and the Schedules and the Index to this Lease Deed are for ease of reference only and shall not affect its interpretation.
- 2.2.2 Any reference to a specific statute or statutes shall be deemed to include any statutory extension or modification amendment or re-enactment thereof.
- 2.2.3 Words importing the singular include the plural and vice versa.
- 2.2.4 Reference to a Schedule or Clause shall be reference to a Schedule or Clause of this Lease Deed.
- 2.2.5 The expressions specified in the Annexures hereto and forming part of this Lease Deed shall have the meanings assigned to them therein.
- 2.2.6 Any provision in this Lease Deed authorizing or permitting the Lessor to perform or to do anything shall be deemed to extend to any person authorized by the Lessor.

3.        **Grant of Lease:**

/S/KM	/s/PM
Lessor's initial	Lessee's initial

3.1. In consideration of the Lease Rent hereinafter reserved and the covenants hereinafter contained on the part of the Lessee to be observed and performed, the Lessor hereby demises unto the Lessee, the premises admeasuring the Chargeable Area set out in **Item 8 of Schedule II** and which premises are more particularly described in **Item 3 of Schedule II** hereunder written and shown bounded in red on the plan thereof hereto annexed and marked with the letter "A" (hereinafter referred as "**the Demised Premises**") situate in the building also described in **Item 2 of the Schedule II** hereunder written (hereinafter referred as "**the said Building**") constructed on a portion of the land admeasuring 12.52 Acres situated, lying and being at Plot No.40, MGR Salai, Kandanchavadi, Chennai - 600096 and more particularly described in **Schedule I** hereunder written ("**the said Land**") for the Lease Term set out in Clause 4 hereunder written, to be determined in the manner hereinafter specified **YIELDING AND PAYING** therefore during the said Term the monthly rent as set out in Clause 5 hereunder written ("**the Lease Rent**") payable in advance with an escalation as mentioned in the said Clause 5.

3.2. The Lessee hereby agrees, assures, confirms, declares and undertakes that this lease shall always be subject to the due performance and observance / compliance of all the terms, conditions and covenants herein contained by the Lessee and further subject to the payment of the Lease Rent and all other payments to be made by the Lessee as mentioned herein.

3.3. The Lessee undertakes that the use of the Demised Premises for the purpose of the Permitted Use. The Lessee shall not use nor suffer use of the Demised Premises for any purposes other than the Permitted Use specified herein. Use of the Demised Premises for any purpose other than specified herein shall be deemed to be a material breach of these presents.

4. **Commencement Date and Lease Rent Commencement Date**

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

4.1. The lease in respect of the Demised Premises shall commence from the Commencement Date. On the Commencement Date, the Lessor shall handover to the Lessee the Demised Premises in the Handover Condition.

4.2. The Lease Rent Commencement Date shall be the date stipulated in **Item 14 of Schedule II.**

4.3. This Lease Deed shall, at the expiry of the Initial Term, subject to the Lease Deed being valid and subsisting and subject to the terms hereinafter contained, be renewed for the Renewal Term on similar terms and conditions as contained in this Lease Deed excepting the commercial terms and conditions which will be mutually agreed upon by the Parties on the exercise of the option to renew. **Provided that** the Lessee may opt not to renew this Lease Deed for the Renewal Term by serving upon the Lessor a written notice by Registered Post or via electronic mail communication at any time not later than 6 (Six) months prior to the expiry of the Initial Term ("**Option Exercise Date**") expressing its intention to terminate this Lease Deed. It is however clarified that if the Lessee fails to serve a written notice by Registered Post AD or via electronic mail communication by the Option Exercise Date, expressing its intent to terminate the Lease Deed at the end of the Initial Term, then the Lessee undertakes to renew this Lease Deed for the Renewal Term and the Lessee shall not thereafter be entitled to serve a notice of termination and/or non-renewal of this Lease Deed during the remaining period of 6 (Six) months of the Initial Term.

4.4. The Parties, shall execute immediately on expiry of the Initial Term such fresh lease deed and register such deed within 120 (One Hundred and Twenty) days of the expiry of the Lease Term.

## **5. Lease Rent**

5.1. As and by way of consideration for the grant of lease of the Demised Premises by the Lessor to the Lessee, the Lessee covenants and agrees that it shall, during the Initial Term, pay to the Lessor without, delay and/or demur by way of Lease Rent from time to time as under:

/S/KM                      /S/PM  
Lessor's initial      Lessee's initial

5.1.1. Lease Rent as stipulated in **Item 13** of **Schedule II** due and payable for the Demised Premises for the period stated in **Item 13** of **Schedule II**.

5.1.2. Escalated Lease Rent (if applicable) as stipulated in **Item 9** of **Schedule II** due and payable for the Demised Premises for each period stated in **Item 9** of **Schedule II**.

5.2. The Lessee shall from the Lease Rent Commencement Date pay to the Lessor the Lease Rent in advance on or before the 7<sup>th</sup> day of each and every Month at the Lessor's bank account as mentioned herein, unless change is notified by the Lessor by giving an advance written notice of 30 (thirty) days and if the day stipulated herein be not a Business Day then on the Business Day prior to the stipulated day.

The Hongkong and Shanghai Banking Corporation Limited,  
HSBC Main Branch, Mumbai,  
Account no. 006-195465-002, IFSC Code: HSBC0400002.

5.3. Should the Lease Rent Commencement Date be any date other than the 1<sup>st</sup> day of a month, then the Lease Rent shall be paid on a pro-rata basis for that month on the Lease Rent Commencement Date and thereafter from the ensuing month, next after the month of the relevant Commencement Date, the Lease Rent shall be paid in the manner indicated in Clause 5.2 hereinabove.

5.4. The Lease Rent shall be subject to deduction by the Lessee of tax at source under the Income Tax laws as may be in force from time to time or at a rate mentioned in the lower Tax deduction certificate issued by the Income Tax Department from time to time. The Lessee shall forthwith furnish to the Lessor a certificate for deduction of tax at source. If the Lessee fails to provide such certificate within 60 days from the end of a financial quarter (other than financial quarter ended 31<sup>st</sup> March where the no of days is 90), the Lessee shall pay to the Lessor an amount equivalent to the amount of tax so deducted at source. However, in the event the Lessee fails to make the aforesaid payment or provide the certificate as aforesaid,

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

then the Lessee shall pay such amount to the Lessor together with interest at 18% (eighteen per cent) per annum from the due date for satisfaction of the said obligation and till the date of payment.

5.5. The Lessee agrees and undertakes not to make any application to any court of law or before any forum or before any authority for the said Lease Rent as being excessive or unreasonable and any such action shall be taken as a breach of this Lease Deed entailing the consequences as herein set out.

5.6. It is the sole discretion of the Lessor to determine the lease rent for different leased units within the Building. The Lessee acknowledges that such lease rent may vary from one leased unit to the other due to various factors such as location of the leased units, the size of the leased units, the type of trade activity or business relations and mutual interest between the Lessor and the lessee in question. The Lease Rent of any leased unit within the Building shall not be considered, at any time, as measure for application to other units or used as a basis for comparison to other units and the Lessee shall not be entitled to demand the Lessor to apply to the Demised Premises, lease rent, similar or equivalent to that charged to the other occupants of the Building.

## **6. GST and Income Tax**

6.1 In addition to the Lease Rent and all other amounts payable under this Lease Deed, the Lessee shall be liable to bear and pay GST to be levied on the Lease Rent and/or any other amounts payable under this Lease Deed (including any increases thereof). It is clarified that the Lessee shall be liable to bear and pay GST or any other tax if made applicable retrospectively in pursuance of this Lease Deed or payment of the Lease Rent and/or any other amounts payable hereunder. Further, all taxes payable directly on account of the business activities carried on by the Lessee in the Demised Premises or otherwise shall be borne and paid by the Lessee.

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

- 6.2 The tax identification number shall be mentioned by the Lessor in all Tax invoices, Debit Notes, Credit notes and other documents where are required to be issued by the Lessor, in accordance with the provisions of place of supply as per the Laws in relation to GST
- 6.3 The Lessor shall raise a valid tax invoice / debit note with GST rate as applicable from time to time & Lessee shall pay the same within the prescribed timelines from the date of Tax invoice or debit note. It is further agreed that Lessor will not indemnify for any non availability of tax credit to the Lessee for delay in payment beyond the stipulated time by relevant tax authorities. If at any time the credit for Taxes is denied to the Lessee or payment of Taxes is sought from the Lessee due to issuance of deficient invoice, or default of payment of Taxes or non compliance of Applicable laws by the Lessor, then Lessee should intimate the Lessor within a stipulated period to rectify and Lessor would rectify the said non compliances / errors to ensure that Lessee gets the credit.
- 6.4 As and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on the date of signing this Lease Deed, (the Parties shall discuss the provisions and may enter into an amendment, if required, to address each other's concerns in relation to such compliance.
- 6.5 Any payment of advance made by the Lessee is also subject to GST and the same shall be charged to the Lessee. It is also agreed that Lessee shall communicate and intimate to Lessor, the details of invoices against which adjustments of advances paid by Lessee should be made.
- 6.6 If any tax proceedings are initiated against either Party, in relation to the Lease Deed, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking / accrual of expense.
- 6.7 If the Lessee provides the Lessor with an exemption certificate acceptable to the relevant tax authority, the Lessor shall not collect the tax on transaction covered by such certificate provided the certificate is provided on time before raising the invoice by Lessor.

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial



6.8 The Lessee may deduct or withhold any Taxes that the Lessee may be legally obliged to deduct or withhold from any amounts payable to Lessor under this Lease Deed, and payment to Lessor as reduced by such deduction or withholdings will constitute full payment and settlement of amounts payable under this Lease Deed. It is further agreed that if Lessor provides Lessee with any lower deduction certificate acceptable to the relevant taxing authority, Lessee shall deduct or withhold any amounts payable to Lessor at such lower rates as applicable. The Lessee shall file the TDS return based on which credit for tax paid by the Lessee would be available to the Lessor. If at any time the credit for Tax Deducted at Source (TDS) is denied to the Lessor or payment of Taxes is sought from the Lessor due to issuance of deficient TDS certificate / entry in Form 26AS or default in payment of Taxes or non compliance of Applicable laws by the Lessee, the Lessee will indemnify Lessor against any denied credits or Taxes recovered as well as any interest and penalties imposed on Lessor.

7. **Provision for Lock-in-Period**

7.1. The Lock-in Period shall be the period stipulated in **Item 16 of Schedule II**. After expiration of Lock-in-Period and at any time till expiration of the Lease Term, the Lessee shall be entitled to terminate the lease with respect to all the Demised Premises by giving the Lessor 6 (six) month's prior notice in writing i.e on 36<sup>th</sup> month of the initial term.

7.2. It is clarified that during the Lock-in-Period neither party shall be entitled to terminate this Lease Deed.

7.3. Except for the cases falling within the ambit of clause 22.5 of this Lease Deed, in the event the Lessee communicates in writing to the Lessor its intention to terminate this Lease Deed prior to the expiry of the Lock-in-Period for any reason whatsoever or the Lessor terminates this Lease Deed on account of any breach on the part of the Lessee of any provision of this Lease Deed, then the Lessee shall be bound and liable to pay to the Lessor the entire amount of Lease Rent for the unexpired period of the Lock-in-Period.

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

7.4. The Lessee shall during the notice period continue to observe and perform all its obligations hereunder. The Lessee shall in the aforesaid circumstances, vacate and hand over to the Lessor occupation of the Demised Premises as the case may be, and within 15 (Fifteen) days of such handover, the Lessor shall refund the proportionate Interest Free Security Deposit subject to deductions in terms of Clauses 8.5 and 8 herein below, immediately on the expiration of the period of 6 (Six) months from the date of notice for pre- determination. It being clarified that the Lessee shall, beyond the aforesaid period of 6 (Six) months, not be entitled to any additional period for the purpose of vacating and handing over occupation of the Demised Premises to the Lessor. The consequences of the Lessee not vacating the Demised Premises shall be determined in accordance with Clause 223 hereunder.

7.5. In the event that the Lease Deed in respect of the Demised Premises is terminated by the Lessee during the Lock-in Period, then the Lessee shall be entitled to receive from the Lessor refund of only the proportionate Interest Free Security Deposit for the Demised Premises subject to deductions in terms of Clause 8 herein below. The reference to the Interest Free Security Deposit as set out in this Lease Deed shall stand accordingly amended to refer only to the proportionate Interest Free Security Deposit.

## 8. **Interest Free Security Deposit**

8.1. The Lessee covenants and agrees that during the Lease Term it shall keep with the Lessor, the Interest Free Security Deposit for due compliance, fulfillment, observance and performance in letter and spirit of the Lessee's obligations towards the Lessor relating to the Demised Premises and use thereof. Accordingly, the Lessee shall keep deposited, as Interest Free Security Deposit, as stipulated in **Item 11 of Schedule II** due and payable for the Demised Premises for the period stated therein. This amount shall be deposited by the Lessee with the Lessor on the Commencement Date.

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

- 8.2. the Interest Free Refundable Security Deposit shall be escalated as defined in **Item 12 of Schedule II**.
- 8.3. In the event that this Lease Deed is renewed for the Renewal Term in accordance with Clause 4.3 above, then on the expiration of the Initial Term there shall be no requirement on part of the Lessor to refund the Interest Free Security Deposit applicable to that Period (save and except the pre-determination of lease in terms of this Lease Deed), but upon any escalation in the Interest Free Refundable Security Deposits as defined in Item 12 of Schedule II, which shall be notified by Lessor by an advance written notice of 15 (Fifteen) days, the Lessee shall pay over the deficit amount in the Interest Free Security Deposit lying with the Lessor to make up for the short-fall in the Interest Free Security Deposit applicable to the relevant periods.
- 8.4. The Interest Free Security Deposit will be refunded by the Lessor to the Lessee within 15 (fifteen) days of the Lessee handing over quiet, vacant and peaceful possession/charge of the Demised Premises to the Lessor on the termination of the Lease, either by efflux of the time or on its early termination under the various provisions set out hereunder, after deducting therefrom all amounts referred to in Clause 8 hereunder. The deduction of the amounts from the Interest Free Security Deposit shall be without prejudice to the other rights of the Lessor under this Lease Deed or in law and without the Lessee being absolved of his obligations under this Lease Deed.
- 8.5. If however, this Lease Deed is terminated by either party, OR on expiry of this Lease Deed by the efflux of time, then the Interest Free Security Deposit will be refunded to the Lessee on such termination, after deducting all outstanding amounts / charges due and payable to the Lessor under this Lease Deed only upon the Lessee handing over vacant and peaceful charge of the Demised Premises. After peaceful hand over of the Demised Premises by the Lessee to the Lessor, both parties shall sign a handover / take over document of the same and the Lessor shall specify in the handover / take over document, that the refund of the Interest Free Security Deposit shall be made within 15 (Fifteen) days thereon. In the aforesaid circumstances or upon expiry of the Lease Deed by efflux of time, the Lessor shall

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

be entitled to retain such sum from and out of the amount of Interest Free Security Deposit aforesaid as shall be equivalent to the charges of consumption of the utilities in respect of the Demised Premises for a period of 3 (three) months or such other period, depending on the billing cycles of the utilities from the date of expiry or sooner determination of the lease which amount shall be utilized by the Lessor for payment / charges of consumption of the utilities remaining unpaid in respect of the Demised Premises or damages if any, in relation to the Demised Premises as also for payment of any other amount payable by the Lessee in terms of these presents. On receipt of the said bills relating to the period of the lease, the Lessor shall pay all the amounts of the said bills and immediately refund the balance amount of the Interest Free Security Deposit so retained, if any, to the Lessee.

- 8.6. Subject to Clause 8.5, in the event of termination or earlier determination of this Lease Deed, if the Lessor fails to refund the Interest Free Security Deposit within 15 (Fifteen) days of the Lessee handing over quiet, vacant and peaceful charge of the Demised Premises, the Lessor will be liable to pay interest on the outstanding amount of Interest Free Security Deposit at the rate of 18% (eighteen per cent) per annum from the date when the amount is due till the date of actual payment.

**9. Parking Facility**

- 9.1. The Lessee shall, park vehicles only in the spaces specifically earmarked/set aside, from time to time, by the Lessor for parking and subject to the payment of such parking fee as may be applicable.
- 9.2. The Lessor shall provide to the Lessee for its exclusive use, car parking spaces as stipulated in Item 17 of Schedule II during the term of lease. A detailed plan delineating the Car Parking Spaces is shown in Annexure "C" attached hereto.
- 9.3. In the event of the Lessee requesting additional car parking space, the Lessor shall, at its sole discretion and subject to availability, make the same available to the Lessee, at the rate

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

stipulated in Item 18 of Schedule II during the term of lease. The Lessee shall pay the Additional Parking Fees to the Lessor along with the Lease Rent.

9.4. In the event the lease is renewed the Parking Fees and Additional Parking Fees shall, on the Escalation Dates set out in **Items 17 and 18 of Schedule II** will be escalated at 15% every 3 (three) years from Lease Commencement Date.

9.5. The Lessee agrees, after notice thereof, to abide by all rules, regulations and restrictions framed by the Lessor from time to time, and use its reasonable efforts to cause its customers, guests, visitors, invitees, agents and servants to conform thereto. The Lessee shall, for security reasons, furnish to the Lessor, the license numbers and other details of the vehicles which are to be parked in the parking spaces set out in Annexure C.

9.6. The Lessee shall not be entitled to claim any vested right to any Car/two-wheeler Parking Space.

9.7. It is clearly understood and expressly agreed by the Lessee that any security provided by the Lessor in the Parking area is general in nature, scope and intent, the Lessor neither covenants nor undertakes to secure, guarantee or be liable for the security or any damage caused to any vehicles parked in the building.

9.8. It is hereby clarified that the liability of the Lessee to pay Parking Fees under Clause 9.2 above shall commence from the Lease Commencement Date and shall be payable in advance for each month together with the Lease Rent.

#### 10. **Fit-outs of the Demised Premises**

10.1. The Lessee shall at its costs and expense be permitted to Fit-Out the Demised Premises but shall not make any modifications to the structure of the Building.

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

- 10.2. The Lessee shall carry out Fit-outs of the Demised Premises in terms of the Fit out Guidelines in respect of the Demised Premises as are prescribed (to be provided to the Lessee at the latest upon the Lease Commencement Date) as per the building plans submitted by the Lessor which have been sanctioned in writing by the Local Authority. The Lessee agrees that in the event the municipal corporation requires any clarification, change or amendment in the Fit-out plans submitted by the Lessee then, the Lessee shall revert to the Lessor in this regard within 2 (two) Business Days. It is agreed that the Lease Rent Commencement Date/s would be regardless of whether the Lessee has completed its Fit-out works within the Fit-out period as mentioned herein above.
- 10.3. For the purpose of undertaking the Fit-outs, the Lessor shall, subject to its policies regarding safety, permit the approved contractors, architects, workmen etc. entry in the building and to work within the Demised Premises.
- 10.4. As from the Lease Commencement Date, the Demised Premises shall be at the risk of the Lessee and the terms and conditions of this Lease Deed, in so far as applicable, shall apply, from the Lease Commencement Date.
- 10.5. The Lessor agrees that the Lessee is permitted use of the Conduits for wiring or any other purpose, however, before inserting any wiring/taking connections through the Conduits, the Lessee shall make a written application seeking the Lessor's consent and any insertions that the Lessee may put through in the Conduits shall be as advised by the Lessor's technical consultants. The Lessee undertakes not to make any use of the Conduits, unless authorized by the Lessor.
- 10.6. It is hereby agreed between the Parties that if any damage is caused to the Demised Premises or to the Building by virtue of the Lessee's Fit Out works, then the Lessee shall indemnify the Lessor for all direct losses or damage at its actual cost as determined by the relevant consultants appointed by the Lessor in this regard. Such reimbursement shall be made within 30 (thirty) days from receipt of a demand in writing for the same by the Lessor.

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

- 10.7. The Lessee shall reimburse the Lessor and bear all the costs towards electricity, fuel or any other utility charges of whatsoever nature, for undertaking the Fit Outs in the Demised Premises. The Lessee shall install calibrated meters to calculate the consumption of raw power and water during the fit-out period. The DG power consumption shall be charged based on the unit consumption ratio of actual raw power generated to actual DG power generated. The Lessor shall raise an invoice in the name of the Lessee for the amount to be reimbursed for such utility charges, based on these calibrated meters, the Lessee shall make the payment of the said amount by pay order within 7 (seven) days from the date of the receipt of the said invoice from the Lessor.
- 10.8. All the costs, charges, expenses, imposts, levies, deposits, penalties and fines for or in connection with the maintenance of the Fit Outs shall be borne and paid by the Lessee alone.

## 11. **Signage**

- 11.1. The Lessee shall be allowed to place its name boards and signage at such locations as may be approved by the Lessor's signage consultant which approval the Lessee shall obtain in writing from such consultant prior to placing of such signage. The size and design of the signage will also be subject to the approval of the Lessor's signage consultant.
- 11.2. All costs of installing and hoisting such signage shall be borne by the Lessee.
- 11.3. For installation and hoisting of any signage, in addition to the space provided by the Lessor, the allocation of the signage space would be at the sole discretion of the Lessor. All municipal charges, expenses for fabrication and erection of structure and other associated charges for the signage shall be payable by the Lessee. The Lessee shall also obtain all the necessary permissions and comply with the statutory requirements for mounting of such signage for which the Lessor shall extend all necessary cooperation.

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

12. **Property Tax**

The Lessor shall be responsible for payment of present and future Property Tax imposed by the municipal authorities in respect of the Demised Premises.

13. **Sub-Lease**

13.1. The Lessee shall not have the right to sub-lease or share the Demised Premises or any part thereof except with the prior written permissions of the Lessor, which the Lessor may deny without assigning any reason therefor.

13.2. If the Lessee has been permitted by the Lessor to sub-lease and/or share the use with any other person then the same shall subject to the following conditions:

13.2.1. the Lessee giving prior written notice to the Lessor along with documentary evidence including certificate of the Lessee's statutory auditors, certifying the Lessee's relationship as aforesaid with such company or entity and the Lessor approving such sub-lease/sharing with such entity;

13.2.2. in the event of sub-lease or sharing their use of the Demised Premises the Lessee will continue to remain fully liable for regular and timely payment of the Lease Rent and to be fully and effectively responsible for fulfilling all its obligations under this Lease Deed; and

13.2.3. such company or entity not being entitled to and not claiming any right, title or interest in the Demised Premises and/or to the benefits of the Lease.

13.3. It is however agreed by and between the Parties that not allowing or sharing of the use or sub-letting of the Demised Premises as contained herein shall be permissible in the event the

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial



prior permission/consent of any regulatory authority is required under the extant Laws and such permission/ consent has not been obtained.

**14. Assignment**

The Lessee shall not in any manner or transfer or assign or mortgage in any manner to any person whatsoever the Demised Premises or any portion thereof and or any of the benefits or rights available to the Lessee under this Lease Deed and shall not part with the possession of the Demised Premises or any portion thereof.

**15. Lessee's Entitlements**

15.1. The Lessee during the subsistence of this Lease Deed may refurbish/renovate the Demised Premises after seeking the prior written consent of the Lessor. The Lessee agrees not to carry out any work in the Demised Premises of structural nature and shall ensure that during refurbishment/renovation, the Demised Premises or any part of the Building is not damaged. Further the Lessee shall ensure that such work does not conflict with any other obligation undertaken by the Lessee under this Lease Deed and the same does not violate or breach any law. It is clarified that there shall be no suspension of the Lessee's obligation for making payment of the Lease Rent or any other payment due to the Lessor under this Lease Deed during the refurbishment /renovation period.

15.2 The Lessee shall be entitled to apply for and obtain at its own cost and expenses separate telephone lines to be installed in the Demised Premises.

**16. Rights of the Lessor**

/S/KM	/s/PM
Lessor's initial	Lessee's initial

16.1. The Lessor shall have the right from time to time, to improve, extend, or in any manner whatsoever alter the deal with the said Building and the larger layout of which the Building forms a part of, and bring in any modification or changes therein. In particular the Lessor shall have the right, at all times and from time to time throughout the Lease Deed to;

16.1.1. Change the area, size level, location and/or arrangement of the larger layout or any part thereof, including, and without limitations, common areas and facilities and the entrances and the exits from the common areas and facilities.

16.1.2. Construct multiple decks, elevated or underground parking facilities and expand, reduce or alter the same in any manner whatsoever.

16.1.3. Re-locate or re-arrange the various buildings, parking areas and other parts of the park.

16.1.4. Make changes and additions to Conduits or other structures and non-structural installations in the Demised Premises to serve the common areas and facilities and the other premises in the building or to facilitate expansion or alteration of the Building/larger layout.

16.1.5. Temporarily obstruct or close off the common areas and facilities or any part of the Building/larger layout for the purposes of maintenance, repairs or construction.

16.1.6. During the course of improvements conducted by the Lessor as mentioned in this clause, the Lessor shall ensure that the Lessee and their employees shall have safe passage to enter the Demised Premises and the Lessor shall ensure that there will be no interruption to the use of their Demised Premises and other facilities as described in this Lease Deed. That any improvement, changes, alterations, additions,

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

relocation, rearrangements, obstructions or close-off shall not in any manner reduce the size of Demised Premises under this Lease Deed.

**17. Extent of Lessor's Liability**

Neither the Lessor nor its agents or employees are liable for any loss of any nature suffered by the Lessee (including loss of profits) or damage to any of the assets of the Lessee including but not limited to fixtures, fittings, books and papers and other goods, or be liable for any injury or loss of life to the person of the Lessee or the Lessee's employees or invitees due to any reason whatsoever, unless the same is caused by the Lessor's act/s, omission/s or commission/s

**18. Restrictions on Lessee**

The Lessee shall not induct any third party into the Demised Premises and/or any part thereof during the subsistence of Lease Term, except as contemplate under clause 13.

**19. Obligations of the Lessee**

The Lessee hereby covenants with the Lessor as under:

19.1. To use the Demised Premises for the purpose of Permitted Use only and for no other purpose whatsoever;

19.2. To make payment of the Lease Rent, , parking charges and Interest Free Security Deposit at the time and in the manner herein provided and also pay all the outgoings and charges for the consumption of utilities as recorded in the separate meters installed for that purpose in respect of the Demised Premises.

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

- 19.3. Not to further sub-let or on any other basis the Demised Premises or any part or portion thereof nor shall the Lessee permit any third party to use and occupy the Demised Premises or any part or portion thereof except as contemplated under clause 13 ;
- 19.4. Not to damage in any manner any of the Lessor's fixtures, fittings and articles installed lying and being in the Demised Premises and to keep the same in good order and condition (reasonable wear and tear excepted);
- 19.5. Not to hold the Lessor responsible or liable for any loss or damage suffered by the Lessee on account of any Force Majeure event viz; earthquake, storm or other destruction caused to or in the Demised Premises or to any property articles or things brought by the Lessee into the Demised Premises or by any act or omission on the part of the occupants of the other premises or by their servants or agents or visitors visiting the Demised Premises or by any act of God such as but not limited to fire, flooding, earthquake etc;
- 19.6. Not to do or permit to be done upon the Demised Premises anything which may be or become a nuisance to the Lessor or other occupants of the said Building
- 19.7. Not to make any modifications to the structure of the Demised Premises or any part thereof;
- 19.8. Not to bring in or to store in the Demised Premises or any part or portion thereof any combustible materials or otherwise dangerous things that may imperil the safety of the Building or may increase the premium of insurance of the Building or render void the insurance;
- 19.9. To abide by all the rules and regulations as much as they concern with the subject of leasing under this Lease Deed, as also to perform and observe strictly the provisions hereof from time to time in force and also the rules and regulations of the municipal corporation which may for the time being and from time to time be in force governing the Demised Premises and the building in which they are located;

/S/KM

Lessor's initial

/s/PM

Lessee's initial

- 19.10. The Lessee shall not do or suffer to be done any act or thing whereby the interest and the rights of the Lessor in the Demised Premises are in any manner are affected or prejudiced;
- 19.11. the Lessee shall be solely liable for all its transactions with its employees and customers, which may take place within the Demised Premises;
- 19.12. To remove itself from the Demised Premises and all its movable furniture, fixtures, staff and employees and all its belongings and to restore the Demised Premises in good condition (reasonable wear and tear and acts of God excepted); which are movable and shall make good all damage caused to the Demised Premises by such removal to the reasonable satisfaction of the Lessor. In case the Lessee has carried out any addition and alteration to the Demised Premises and has installed fixtures and fittings which are of permanent nature, then upon expiry or sooner determination or on termination of the Lease Deed, the Lessee shall not be entitled to remove the same and the Lessor shall not be called upon to pay any amount to the Lessee for the same;
- 19.13. To permit the Lessor with their agents, contractors and workmen at any time during the subsistence of this lease to enter the Demised Premises, during the day after giving to the Lessee at least 48 (forty-eight) hours' notice in writing and in case of emergency 24 (twenty-four) hours' notice for viewing the condition of the Demised Premises in the normal business hours and without in any manner disturbing the Lessee's business operations;
- 19.14. To make good to the Lessor any loss or damage that may be caused to the Demised Premises and any other furniture, fixtures, articles and things belonging to the Lessor and installed therein in the Demised Premises as a result of any negligence on the part of the Lessee, its employees, agents, customers, visitors and/or other persons calling at the Lessor in connection with the business of the Lessee;
- 19.15. The Lessee shall attend to all day to day and minor repairs including fuses, fittings and fixture including leakage of water taps, etc. at its own cost, but major structural repairs such as leakages of roof, any major repairs to the Demised Premises and cracks in the walls shall be

/S/KM

Lessor's initial

/s/PM

Lessee's initial

attended to promptly by the Lessor at its own cost unless such structural repairs are required due to any act or omission of the Lessee or its employees, agents, servants or invitees, in which case the Lessee shall bear the costs.

19.16. If at any time damage or destruction to the Demised Premises is caused owing to the negligence on the part of the Lessee, then in that event the Lessee shall make good order and condition as they were at the time of entering into this Lease Deed subject to normal wear and tear and during the period of restoration, the Lessee shall be bound and liable to continue to pay the Lease Rent and other outgoings, as referred to in this Lease Deed. In case the Lessee fails and neglects to do so, then in that event, the same shall be construed as a breach of the term of this Lease Deed and the Lessor shall be entitled to terminate this Lease Deed and the consequences of termination as herein provided shall follow and the Lessor shall have a right to recover from the Lessee, costs for damage done to the Demised Premises (normal wear and tear and acts of God excepted);

19.17. The Lessee shall with the prior written consent of the Lessor be entitled to make additions, alterations (non-structural) in or to the Demised Premises and shall be entitled to equip the Demised Premises by installing fittings such as wooden and glass partitions, extra fixtures to and/or the electrical cables and wiring. It is further agreed that the Lessee shall during the Lease Term be entitled to bring in and install loose items of furniture and equipment as are necessary for the Lessee's business needs. Any installation of a mobile or unfixed nature which is capable of being removed without damaging the Demised Premises may be removed by the Lessee on the expiry or earlier determination of the Lease Term (natural wear and tear and acts of God excepted);

19.18. The Lessee agrees and confirms that various premises in the Building may undergo fit-outs even after the Commencement Date and after the date the Lessee may have commenced operations from the Demised Premises provided that such fit-outs and installation works (including use of the common areas) shall be carried on without interference to the Lessee's

/S/KM	/S/PM
Lessor's initial	Lessee's initial

use of the Demised Premises and the Lessee shall extend co-operation as reasonably required by the Lessor.

19.19. The Lessee shall be responsible for insuring all its furniture and fixtures and assets installed by it within the Demised Premises.

19.20. The Lessee shall be responsible to pay and bear all taxes relating to the business of the Lessee.

19.21. The Lessee shall ensure that the approvals/ permissions required to be maintained by the Lessee for carrying on the business activities within the Demised Premises shall remain valid, subsisting and continuing during the term of this Lease Deed including the Renewal Term and the Lessee shall do all such acts, deeds, things that maybe required for this purpose at its own costs and expenses and shall occupy the Demised Premises only in terms of such approvals.

19.22. The Lessee shall not raise any objections in relation to the title of the Lessor to the Demised Premises or in relation to the IT Park permission.

**20. Representations, Warranties and Confirmations**

20.1. The Lessee represents and warrants that it is fully authorized to enter into this transaction and the execution of this Lease Deed constitutes legal, valid and binding obligations on the part of the Lessee and that all resolutions, filings, consents, declarations and statements as may be necessary in law or otherwise to be made or obtained by the Lessee have duly passed made and/or obtained.

20.2. The Lessee confirms that it shall not be entitled to sub-let or assign the use and benefit of this Lease Deed, except as contemplated under Clause 13.

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

- 20.3. The Lessee agrees that the Lessor shall not be liable for any loss of or damage to any valuables or articles kept by the Lessee in the Demised Premises except where the same is caused due to any act/s, omission/s or commission/s of the Lessor.
- 20.4. That no representations or warranties by the Lessee in this Lease Deed and no document furnished or to be furnished by the Lessee to the Lessor pursuant to this Lease Deed or in connection herewith or with the transactions contemplated hereby, contain or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statement contained herein or therein, in light of the circumstances under which they are made.
- 20.5. That notwithstanding anything herein contained, it is hereby expressly agreed and declared that this Lease Deed is not intended to confer and nor does it confer any tenancy rights and/or any right or interest in the nature of tenancy and/or sub-tenancy and/or any other right or interest in the Demised Premises in favour of the Lessee. That notwithstanding anything herein contained, it is hereby expressly agreed and declared that this Lease Deed is not intended to confer nor does it confer any right upon the Lessee to create tenancy rights and/or any right or interest in the nature of tenancy and/or sub-tenancy and/or any other right or interest in the Demised Premises or in favour of any third person.
- 20.6. The Lessor shall be entitled to rely and act upon the aforesaid representations, warranties and undertakings as if the same were expressly made by the Lessee to the Lessor.
- 20.7. The Lessee shall at all times during the Lease Term, keep all its belongings in the Demised Premises insured against third party claims and shall not hold the Lessor liable for the same. The Lessee shall furnish documentary proof as evidence of the premium paid by it to the Lessor.
- 20.8. The Lessee shall not carry on in the Demised Premises or any part thereof, activities which are illegal, unlawful or which shall cause nuisance to other occupants of the property wherein the Demised Premises are situated and shall not store any goods of combustible

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial



nature in the Demised Premises or any part thereof, or in any manner interfere with the use of any open space, passage or amenities available for common use and not specifically allotted to the Lessee by these presents as part of the Demised Premises.

20.9. The Lessee shall not, whether in the course of its interior fitting out works or as anything ancillary thereto or at any time for any purpose whatsoever, execute or permit to be executed any works involving cutting/chopping/ digging/hacking/dismantling in any manner or destroying in any manner or form, the floors or walls of the Demised Premises without prior written permission of the Lessor in this regard;

20.10. The Lessee shall not in any way obstruct or permit the obstruction of any walkways, pavements, entrances, passages, courts, corridors, service ways, vestibules, halls, roads, docks, stairways, elevators, hoists, escalators, fire or escape doors outside the Demised Premises or other parts of the common areas or any appurtenances or conveniences thereto.

20.11. The Lessee shall not, in any way cover or obstruct any lights, sky lights, windows or other means of illumination of the Common Areas or of the Building generally.

20.12. The Lessee shall not litter any part of the common areas or any public footpath or way immediately adjoining the Demised Premises, and further shall not place any article, or other like things upon the sill, ledge in any part of the Demised Premises or the common areas.

20.13 The Lessor represents and warrants that it is fully authorized to enter into this transaction and the execution of this Lease Deed constitutes legal and valid obligation on the part of the Lessee and that all resolutions, filings, consents, declarations and statements as may be necessary in law or otherwise to be made or obtained by the Lessee have duly passed made and /or obtained.

20.14 The Lessor further represents that it holds valid and marketable title to the Demised Premises and the Said Land.

/S/KM	/s/PM
Lessor's initial	Lessee's initial

20.15 The Lessor shall at all times during the Lease Term, keep the Building and all its belongings in the Building and the Demised Premises insured against third party claims. The Lessor shall furnish a certificate certifying proof as evidence of the premium paid by it to the Lessee. The Lessor confirms and warrants that the following approvals for the building are available as at the date of this Lease Deed:

NOC of Fire & Rescue services

NOC of Traffic Police

NOC of ELCOT

TNPCB – Water & Air

Lift License

CEIG clearance

Planning Permit

Environmental Clearance certificate

Fire Compliance Report

Completion Certificate

21. **Force Majeure**

If at any time during the Lease Term the Demised Premises or any part thereof are damaged or destroyed due to a Force Majeure Event so as to make the Demised Premises or part thereof unfit for use for a period of more than 3 (three) months then in that event either Party shall have an option to forthwith terminate this Deed by giving a written notice of 30 (thirty) days. However, if such Force Majeure event happens during the Lock-in period and this Deed is terminated as aforementioned, then Lessee shall not be required to pay the Lease Rent for the unexpired period of the Lock-in-Period.

.

22. **Termination**

/S/KM                      /S/PM  
Lessor's initial      Lessee's initial

22.1. This Lease Deed with respect to the Demised Premises shall be terminated by efflux of time on the expiry of the Initial Term in the event the Lessee does not exercise its option of terminating this Deed in terms of this Lease Deed then upon expiry of the Renewal Term.

22.2. Without prejudice to any other term of this Lease Deed or any other right or remedy available to the Lessor in contract, equity or law, in the event, the Lessee terminates this Deed during the Lock-in-Period, for any reason whatsoever or if the Lessor is forced to terminate this Deed during the Lock-in Period on account of a breach by the Lessee of any of its obligations under this Deed the Lessee shall be obliged to pay to the Lessor, the whole of the Lease Rent payable by the Lessee to the Lessor for the balance unexpired Lock-in-Period in terms of this Deed.

22.3. It is hereby expressly and specifically agreed and understood by and between the Parties hereto that the Lessor shall, at its sole discretion, be entitled to revoke and determine this Deed at any time during the Lease Term (including the Lock-in Period) in any of the eventualities mentioned hereunder;

22.4. The Lessor shall be entitled to terminate this Lease Deed in the following circumstances:

22.4.1. In the event that the Lessee uses the Demised Premises for purposes other than its Permitted Use; or

22.4.2. In case the Lessee commits a material default of its obligations or fails to honour any of its monetary obligation outstanding and due to the Lessor as contained herein and the Lessee fails to rectify the defaults within the maximum period of 15(fifteen) days after having served the notice given to this effect by the Lessor to the Lessee; or

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

22.4.3. In the event of any license, permission or registration if required to be obtained by the Lessee is not obtained or the same is subsequently withdrawn, cancelled, or nullified for a period of 6 (six) months subject to a 3 (three) month notice period; or

22.4.4. If the Lessee is adjudicated bankrupt, declared insolvent, or a court appoints a receiver for any property or part thereof owned or possessed by the Lessee, or makes a general assignment for the benefit of creditors, or a resolution is passed to wind-up, or suffers the filing of a voluntary or involuntary bankruptcy petition which may not be dismissed within a period of 30 (thirty) days after filing the petition then it shall be an automatic termination; or

22.5. If at any time during the Lease Term it becomes illegal to continue to lease the premises in the Building due to any supervening extraordinary event arising on account of reasons beyond the control of the Lessor (not arising as a result of any default by the Lessor). If such event occur during the Initial Term, then Lessee shall not be liable to honor the Lease Rent payable for the balance unexpired Lock-in-Period

### 23. **Consequences of Termination**

23.1. It is agreed that on termination or sooner determination of this Deed the Lessee shall forthwith remove itself and its agents, employees and other staff members and all its furniture, fixtures, articles and belongings from the Demised Premises and shall handover quiet, vacant and peaceful possession/charge of the Demised Premises in Warm Shell condition to the Lessor, (normal wear and tear excepted) as mentioned in Annexure B. The Lessee shall be solely responsible for the payments / charges of all outgoings for consumption of utilities/facilities in respect of the Demised Premises or reimburse to the Lessor if there is any damage to the Demised Premises done during the duration of the Lease Term.

/S/KM	/s/PM
Lessor's initial	Lessee's initial

23.2. Except for the cases falling within the ambit of clause 22.6 of this Deed, in the event the Lessee communicates in writing to the Lessor its intention to terminate this Deed prior to the expiry of the Lock-in-Period or the Lessor terminates this Deed on account of an event of default on the part of the Lessee in accordance with the provisions of this Deed, then the Lessee shall be bound and liable to pay to the Lessor the entire amount of Lease Rent for the unexpired period of the Lock-in-Period. If such Lease Rent is not paid by the Lessee in respect of the unexpired Lock-in period, then the Lessor shall be entitled to forfeit such amount of the Interest Free Security Deposit as is proportionate to the unexpired Lock-in Period.

23.3. In the event of termination of the Lease Deed and if the Lessee fails to hand over vacant charge of the Demised Premises to the Lessor in spite of the fact that the Lessor is ready and willing to hand over the Interest Free Security Deposit amount after deductions, if any, then in such an event without prejudice to the other rights and remedies available to the Lessor the Lessee shall pay to the Lessor, an amount equivalent to 2 (two) times the daily Lease Rent in respect of the Demised Premises for every day of such delay/ default for the first 15 days from the date of expiry or earlier termination. In the event that such delay/ default continues beyond 15 (Fifteen) days from the date of expiry or termination, provided that the Lessor continues to be ready and willing to refund the Interest Free Security Deposit as agreed, the Lessee shall be liable to pay as Lease Rents, an amount equivalent to 5 (five) times the last paid Lease Rent in respect of the Demised Premises for every day of such delay/ default, as and by way of pre-determined liquidated damages that will be caused to the Lessor and the same is agreed as liquidated damages and not penalty. The Lessee agrees that it shall not at any time dispute or object the quantum of damages mentioned above. Such compensation will be computed at the aforesaid rate for the period of delay.

23.4. Without prejudice to what is stated hereinabove, if the Lessee fails to vacate and remove itself and its belongings on the date of termination or expiry of this Lease, then thereafter the Lessor shall be entitled to prevent access to the Lessee, its employees and third parties claiming through the Lessee into the Demised Premises and the Lessor is authorized to remove the belongings of the Lessee from the Demised Premises and store the same at a warehouse at the entire risk and cost of the Lessee. This authority is retained by the Lessor

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

and expressly agreed to by the Lessee. This authority is irrevocable and constitutes the basis for this Lease Deed and the Lessee shall not be entitled to dispute, challenge or call into question the validity or reasonableness of this provision.

23.5. The Lessee agrees and confirms that if the Demised Premises is destroyed or damaged solely on account of any gross negligence on the part of the Lessee, then in that event, this Lease Deed shall not come to an end and the Lessee shall be bound and liable to pay the Lease Rent and/or compensation to the Lessor and the Lessee shall at its own cost and expense restore the Demised Premises which are so destroyed in the same good order and condition as they were at the time of entering into this Lease Deed.

24. **Agreed Rate of Interest**

Should any amount ("**the principal amount**") become payable by the Lessee to the Lessor under this Lease Deed or under law, then the same shall be paid forthwith i.e. on the Due Date, however if there be a delay in payment of the principal amount on the Due Date, then the Lessee shall pay interest on the principal amount at the rate of 18% per annum from the Due Date to the actual date of payment. It is hereby clarified that the provision of interest is additional and does not prejudice the substantive right and recourse available to the Lessor under the Lease Deed or in law in the event of failure on the part of the Lessee to pay it's due to the Lessor.

25. **General Indemnity**

25.1. Lessee's Indemnity

The Lessee shall indemnify and keep indemnified the Lessor against

/S/KM	/s/PM
Lessor's initial	Lessee's initial

- 25.1.1. Any direct consequence that may arise or action that may be taken against the Lessor for any loss or damage, suffered by the Lessor on account of any breach of the terms of this Lease Deed or statement, warranty, representation, covenant or undertaking made and given by the Lessee which is found untrue or un-complied at the concerned time.
- 25.1.2. All costs and expenses (including legal costs and fees) incurred by the Lessor in enforcing or attempting to enforce its rights under this Deed against the Lessee.
- 25.1.3. Against any loss or damage that the Lessor may suffer or incur in the event of the Demised Premises or Building being destroyed or damaged (whether partially or entirely) on account of any act of omission or commission on the part of the Lessee, its Affiliates, employees, representatives, invitees and servants.
- 25.1.4. Against any loss or damage that the Lessor may suffer or incur in the event of breach of Fit-Out Guidelines.
- 25.1.5. Against any claim, payment or penalty that may be suffered by the Lessor on account of non-payment dues of electricity or water by Lessee or for the deposits thereof.

## **25.2 Lessor's Indemnity**

Lessor shall indemnify Lessee for any direct loss or damage, actually suffered by the Lessee on account of any material breach of the terms of this Lease Deed or warranty, representation made and given by the Lessor which affects the Lessee's right to continue with the occupation of the Demised Premises.

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

26. **Miscellaneous**

- 26.1. The original key to main entrance door of the Demised Premises shall always remain with the Lessee. However, a set of duplicate keys shall be handed over to the Lessor for its convenience. The Lessee shall not change the main lock without obtaining the previous consent in writing of the Lessor. In case the Lessee changes the main lock, then in that event, the Lessee shall hand over to the Lessor the original key of the lock and the duplicate thereof shall be retained by the Lessee. The security of all the furniture, fixtures, fittings and equipment's in the Demised Premises shall be the sole responsibility of the Lessee and the Lessor shall never be held liable for any damage, loss, etc. except where such loss, damage is on account of willful default and/or gross negligence by the Lessor. The Lessee shall take the necessary third-party insurance in respect of the aforesaid.
- 26.2. The Lessor shall have the right to sell, transfer, mortgage or charge the Demised Premises during the continuance of this Lease Deed to or in favour of any person or party and such sale, transfer, mortgage or charge shall be subject to the terms of this Lease Deed and shall be so confirmed by such transferee, mortgagee or charge in writing.
- 26.3. It is further agreed by and between the parties hereto that if there is any change in law governing the Demised Premises by way of any act, order, notification and/or ordinance wherein the Lessee whereby any superior right is given to the Lessee then in that event, a day prior to such act, order notification and/or ordinance, the tenancy (deemed or otherwise) shall come to an end. Thereafter the parties shall make every effort to meet and resolve the issue in the best possible manner in absolute good faith within a period of 30 (thirty) days during which period the Lessee may continue to occupy the Demised Premises on payment of the requisite fees. In the event the Parties are unable to reach a solution in respect of such an issue, this Lease Deed shall thereafter stand terminated. Further, the Lessee hereby confirms and declares that it shall not claim any such rights, benefits or interests, irrespective of statutory provisions and the Lessee hereby gives its waiver / relinquishment in this regard.

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial



- 26.4. If any differences arise between the parties on areas, repairs during the entire term then the same shall be referred to the joint inspection of each party's Architects whose decision in the matter will be final and binding on the parties.
- 26.5. No modification, amendment or waiver of any of the provisions of this Lease Deed shall be effective unless made in writing specifically referring to this Deed and duly signed by each of the Parties.
- 26.6. If any part of this Lease Deed is determined by a court or arbitral tribunal to be invalid or unenforceable, the remaining part of this Lease Deed will not be affected, impaired or invalidated, but will continue to bind the Parties. The invalid or unenforceable part of this Lease Deed shall be treated as if it had been modified to comply with applicable law and the Parties shall thereupon negotiate to agree on a mutually satisfactory provision to substitute the provision found to be invalid or unenforceable.
- 26.7. The terms and conditions of this Lease Deed and all other information will be kept confidential by both Parties, their respective agents, employees and representatives and will not be disclosed in any manner whatsoever, in whole or in part, to any third party irrespective of the continuity hereof except to the extent such disclosure is required by law.
- 26.8. Notices or other communication required or permitted to be given or made hereunder shall be in writing and delivered personally or by registered post or by courier service or by email to the intended recipient at its address set forth below or to such other address as any Party may from time to time notify to the others:

**For the Lessor:** As set out in **Item 19** of **Schedule II**

**For the Lessee:** As set out in **Item 20** of **Schedule II**

Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been served, if given by hand delivery or Registered Post, on the

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

next following working day in the place of receipt or, if given or made by registered post 7 (seven) days after posting and if given by e-mail then on the same day. In proving the same, it shall be sufficient to show, in the case of a letter, that the envelope containing the letter was correctly addressed and handed over by personal delivery or by courier service.

26.9. In the event of any dispute between the Lessor and the Lessee, the same shall be referred to and settled through arbitration by a sole arbitrator to be appointed jointly by both Parties. The decision of the arbitrators shall be final and binding upon the Parties. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The arbitration shall be held at Chennai. It is clarified that notwithstanding that this Lease Deed shall come to an end on the expiration of the term thereof by efflux of time or on the sooner revocation and determination thereof under any of the terms and provisions herein contained. The Lease Deed to refer all disputes and differences to arbitration contained in this Clause shall continue to apply to and govern all and any disputes and differences referred to above that may arise on account of or consequent/subsequent to the expiration or such sooner revocation and determination of this Lease Deed. Further on commencement of such arbitration proceedings the Parties shall continue to comply with their rights and obligations, including the obligation of the Lessee to pay the Lease Rent and the rights of the Parties with regard to termination of this Lease Deed, during such period as the arbitration proceedings may continue. The cost of the arbitration will be initially paid by the Parties hereto in equal shares; the arbitrator shall be entitled to determine by the Award as to who will finally bear the costs and in what proportion. If the sole arbitrator appointed by the Parties refuses to act or is incapable of acting, then the Parties shall jointly appoint a new arbitrator; the substituted arbitrator will have like powers to act in the reference and make an Award as if he/she had been appointed in accordance with the terms of this Lease Deed.

/S/KM	/s/PM
Lessor's initial	Lessee's initial

26.10. This Lease Deed will be governed by the laws of India. The courts stipulated in Item 21 of Schedule II, India shall for the purpose of this Deed be deemed the courts of competent jurisdiction.

26.11. This Deed and other Deeds and instruments delivered in connection herewith constitute the entire Deed between the Parties hereto with respect to the subject matter of this Deed and supersedes all prior Deeds and undertakings, both written and oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

26.12. In the event any accident occurs in the Demised Premises whereby any of its employees, customers, clients or any other persons visiting the Demised Premises are injured and/or leads to their death, the Lessor shall not be responsible or liable under any civil or criminal law or third party claims for the same provided the same is not caused due to any act/s, omission/s or commission/s of the Lessor or any one claiming through it.

26.13. No waiver of any provision of this Lease Deed or consent to any departure from it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates as a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct.

26.14. In case of any inconsistency between the provisions of this Deed, the House Rules and/or the Fit out Guidelines, the provisions of this Lease Deed shall prevail.

26.15. The Parties hereto shall bear their own costs and expenses for the investigations, negotiations and examinations contemplated by this transaction, including costs of their respective accountants, attorneys.

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

26.16. The stamp duty and registration charges and related costs, charges or expenses on or in relation to all documentation in respect of this Deed or otherwise pertaining thereto shall be borne and paid by the Lessee alone.

<u>/S/KM</u>	<u>/s/PM</u>
Lessor's initial	Lessee's initial

**THE SCHEDULE I**

**Said Land**

All that piece and parcel of land bearing Survey Nos. 36/17 A, 227/1 A, 227/ 1B, 227/ 2A 1, 227/2A 2,228/1A 1C Perungudi Village, admeasuring, 12.52 acres, bearing Plot No. 40, MGR Nedunchalai South (Veeranam Road South), Kandanchavadi, Chennai – 600 096, within the registration district – Chennai South and registration at sub-district of Neelankarai, Chennai bounded on all four sides as follows:

To the East: MGR Salai (Veeranam Road)

To the West: Monitoring Station

To the North: RMZ Millenia Building

To the South: Anna Nedunchalai

/S/KM

Lessor's initial

/s/PM

Lessee's initial

**THE SCHEDULE II ABOVE REFERRED TO**

Item No.	Particulars	Terms and Conditions
1.	Particulars of Lessee	Name: Freshworks Technologies Pvt Ltd Registered Office: Global Infocity Park, Block-B, 1st Floor, No.40, MGR Salai, Kandanchavadi, Perungudi, Chennai - 600096
2.	Building	Block B, Global Infocity Park, Chennai. Constructed on schedule I land.
3.	Demised Premises	Module 1,2,3 & 4 of 1 <sup>st</sup> Floor, Block C.
4.	Purpose/Permitted Use	IT / ITES
5.	Lease Commencement Date	15/10/2024
6.	Initial Term	5 Years
7.	Renewal Term	1 Term of 4 Years
8.	Chargeable Area	62,442 sf ft
9.	Warm Shell Rental Escalation Date	15/10/2027 Rent escalation will be 15% after every 3 years from the Lease Commencement Date on the Warm Shell Rent

/S/KM

Lessor's initial

/s/PM

Lessee's initial

10.	Interest Free Security Deposit	<p>At all times the interest free refundable security deposit shall be equivalent to 6(Six) months of warm shell Lease Rent.</p> <p><b>The chart detailing the IFSD to be paid is as mentioned below:-</b></p> <table><tr><th>Date</th><th>Existing IFSD (Lease Deed dated: April 30,2022)</th><th>Balance IFSD to be paid</th><th>Cumulative IFSD</th></tr><tr><td>15-10-2024</td><td>Rs.2,62,60,295/-</td><td>Rs. 1,08,30,253/-</td><td>Rs. 3,70,90,548/-</td></tr><tr><td>15-10-2027</td><td>Rs. 3,70,90,548/-</td><td>Rs. 55,63,582.20</td><td>Rs. 4,26,54,130/-</td></tr></table> <p>The Interest Free Security Deposit shall be paid on or before respective Dates as mentioned above.</p>	Date	Existing IFSD (Lease Deed dated: April 30,2022)	Balance IFSD to be paid	Cumulative IFSD	15-10-2024	Rs.2,62,60,295/-	Rs. 1,08,30,253/-	Rs. 3,70,90,548/-	15-10-2027	Rs. 3,70,90,548/-	Rs. 55,63,582.20	Rs. 4,26,54,130/-
Date	Existing IFSD (Lease Deed dated: April 30,2022)	Balance IFSD to be paid	Cumulative IFSD											
15-10-2024	Rs.2,62,60,295/-	Rs. 1,08,30,253/-	Rs. 3,70,90,548/-											
15-10-2027	Rs. 3,70,90,548/-	Rs. 55,63,582.20	Rs. 4,26,54,130/-											
11.	Escalation of Interest Free Security Deposit	The Interest Free Security Deposit shall be escalated at 15% every 3 (Three) years from Lease Commencement Date.												
12.	Warm Shell Lease Rent Schedule	The Lease Rent for the Lease Term of the 1 <sup>st</sup> Floor of Block C shall be Rs.99/sq.ft./month Rent Per Month : INR 61,81,758 /- (Rupees Sixty One Lakhs Eighty One Thousand Seven Hundred and Fifty Eight Only)												
13.	Lease Rent Commencement Date	March 15, 2025												
14.	Lease Rent Free Period	From Lease Commencement Date to Rent Commencement Date (5 months from Lease Commencement Date)												
15.	Lock-in Period	3 years (Excluding 6 months’ notice period)												

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

16.	Parking Spaces and Fees	Four-Wheeler: 62 (Covered) i.e. 1 car park has been allotted for every 1,000 sq ft at cost of Rs.1,150 / slot / month.  Two -Wheeler: 62 (Covered) i.e. 1 bike park has been allotted for every 1,000 sq ft at cost of Rs.287.50 / slot / month.						
17.	Additional Parking Fees	Four Wheeler: INR 5,000/- per slot per month + applicable taxes Two Wheeler: INR 1,000/- per slot per month.+ applicable taxes						
18.	Address for giving notice to Lessor	No.40, MGR Salai, Kandanchavadi, Perungudi, Chennai-600096 Email Id - KUDUPAJE Muthanna Mohan <a href="mailto:kudupaje.mohan@mapletree.co.in">kudupaje.mohan@mapletree.co.in</a>						
19.	Address for giving notice to Lessee	1st Floor, Block - B, Global Infocity Park, No.40, MGR Salai, Kandanchavadi, Perungudi, Chennai – 600096 Email Id -						
20.	Court of Competent Jurisdiction	Chennai						
21.	Due Dates	<table><tr><th>Due</th><th>Payment Timeline</th></tr><tr><td>Warm Shell Lease Rent</td><td>In Advance by the 7th Calendar Day of each month.</td></tr><tr><td>Parking Charges ( If Applicable )</td><td>In Advance by the 7th Calendar day of each month.</td></tr></table>	Due	Payment Timeline	Warm Shell Lease Rent	In Advance by the 7th Calendar Day of each month.	Parking Charges ( If Applicable )	In Advance by the 7th Calendar day of each month.
Due	Payment Timeline							
Warm Shell Lease Rent	In Advance by the 7th Calendar Day of each month.							
Parking Charges ( If Applicable )	In Advance by the 7th Calendar day of each month.							
22.	Penalties on delayed Payments	Warm Shell Rent and any other dues payable by the Lessee to the Lessor shall be paid forthwith i.e. on the Due Date. However if there be a delay in payment of the principal amount on the Due Date, then the Lessee shall pay interest on the principal amount at the rate of 1.5% per month from the Due Date to the actual date of payment.  If total dues exceed 50% of the total security deposit paid, the Lessor shall have the sole discretion to disconnect power to the Demised Premises.  If total dues exceed 100% of the total security deposit paid, the Lessor shall have the sole discretion to terminate the Lease Deed.						

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial



**IN WITNESSETH WHEREOF** the Parties have hereunto and on the duplicate hereof set affixed their respective hand at the day and year first hereinabove written.

For LESSOR                      For LESSEE  
AIROLI ITP Development Private Limited                      Freshworks Technologies Pvt Ltd.

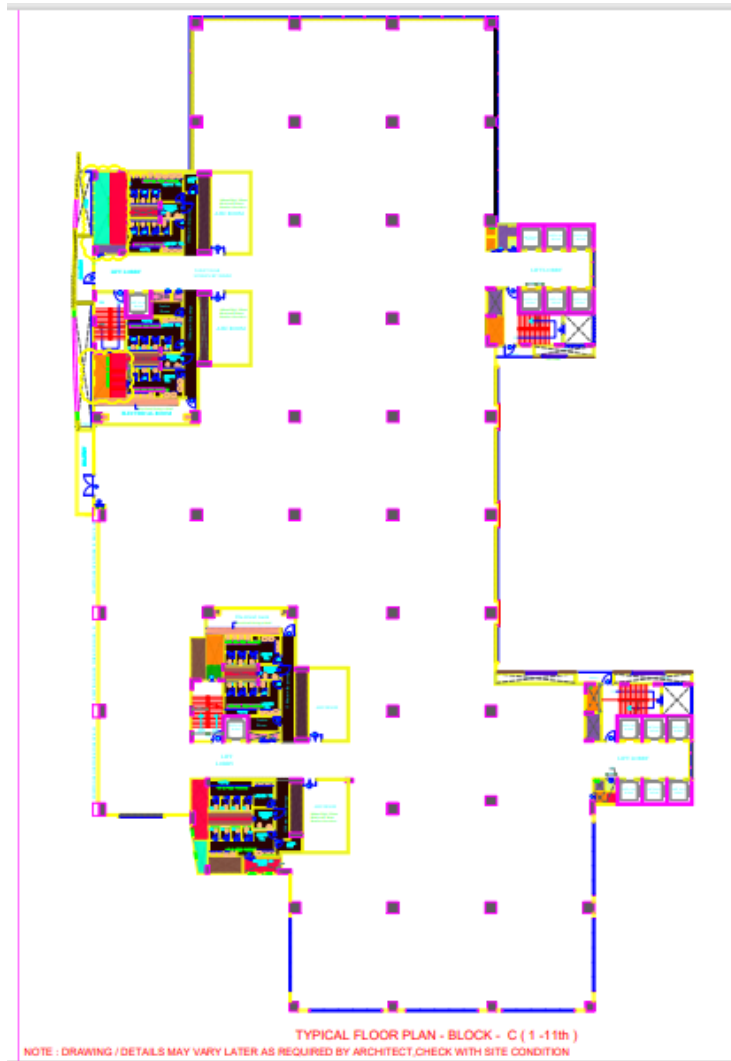
AUTHORISED SIGNATORY                      AUTHORISED SIGNATORY  
Name : **K.M Mohan**                      Name: Mr. Pranav Mehra

**WITNESS**  
1. Name :                      1. Name :  
2. Address:                      2. Address:  
3. Signature                      3. Signature

**/S/KM**                      **/s/PM**  
Lessor’s initial                      Lessee’s initial

## Annexure A

*(Plan of the Demised Premises – Block C)*



/S/KM

Lessor's initial

/s/PM

Lessee's initial

**Annexure B – Scope of work (Lessor and Lessee)**  
**LESSOR'S SCOPE OF WORK - WARM SHELL SPECIFICATIONS – PART A**

**A. CIVIL**

1. Bare cement plastered shell in office area with up to 50mm screeding.

**B. ELECTRICAL**

1. Lessor shall provide raw power of 1KVA for every 100 Sft of Leased Space inclusive of air conditioning high side equipment's.
2. Diesel generator sets of equivalent capacity shall be provided to generate 100 % power back up.
3. All cable and bus ducts shall be terminated at the rising mains.
4. Tap-off points for further downstream distribution by the occupant.
5. Installing, maintenance and necessary replacements of calibrated energy meters.

**C. HEAT VENTILATION AND AIR CONDITIONING**

1. Common chillers will be provided to cater to air-conditioned office area load @ 275 sft / TR. Chilled water pipes will be connected to the AHU's.
2. Dedicated AHU's will be provided whose ducts will be connected to the heat recovery wheels.
3. Common fresh air ducting shall be provided in the shafts with collars towards the toilets.
4. Installing, maintenance and necessary replacements calibrated BTU meters with necessary valve packages.

**D. FIRE PROTECTION SYSTEM**

1. Sprinkler piping shall be terminated at the rising mains. Upright and pendant sprinklers shall be provided in the Demised Premises.
2. Hydrant shall be provided with hose reel and hydrant valve in every lift lobby.

**E. OTHER INFRASTRUCTURE**

1. Common shafts are provided for networking and IBMS, with doors for access.

/S/KM                      /s/PM  
Lessor's initial      Lessee's initial

2. External cable ducts are provided from the main gate to the basements, for the ISP service provider to route the cable up to the point of service.
3. Designated locations have been identified for locating outdoor HVAC units (Split and precision)
4. Common food court with vegetarian and non-vegetarian service providers.
5. Common lifts.

#### **LESSEE'S SCOPE OF WORK - FITOUT SPECIFICATIONS – PART B**

##### **A. CIVIL**

1. All interior work inside the office space.
2. Finished toilets.
3. Brick Partitions within the premises if required by Lessee.

##### **B. ELECTRICAL**

1. Internal Electrical cabling for office space.
2. Infrastructure improvements to meet Tenant's power enhancement needs.

##### **C. HEAT VENTILATION AND AIR CONDITIONING**

1. Internal air condition ducting and connecting the ducts to the mouth of the AHU.
2. Infrastructure improvements to meet Tenant's air-con enhancement needs for the lab area.
3. Installation of indoor and outdoor units of package/ split/ ductable AC's with necessary platform in ODU shaft and connecting their drain at respective floor.

##### **D. FIRE PROTECTION SYSTEM**

1. Smoke detectors and alarm system in the office area with connection to the IBMS.
2. Integration of Tenant's FAS with base building system.

##### **F. PLUMBING INFRASTRUCTURE**

1. Waterproofing test of wet areas and connecting of drain to the waste line of toilet at            respective floor if the Lessee chooses to have a wet pantry.

/S/KM	/s/PM
Lessor's initial	Lessee's initial

/S/KM

Lessor's initial

/s/PM

Lessee's initial

# Annexure "C"



(Plan indicating car parking spaces)

## Basement - 3

/S/KM      /s/PM  
Lessor's initial      Lessee's initial

## Annexure “D”

### ***(Building Specifications)***

**Total Leasable Area: 8,38,573 sq.ft.**

**Number of Basement Levels: 3**

**Number of Floors: Ground + 13 Upper Floors**

**Number of Modules per Floor: 4**

**Services:** Chiller based HVAC System + TNEB Grid Power / alternate source of power(s) + 100% DG Back-Up

/S/KM

Lessor's initial

/s/PM

Lessee's initial

**LEASE DEED**

This Deed of Lease made and entered into at Chennai on this 15<sup>th</sup> day of October, in the year 2024

BETWEEN

**AIROLI ITP Development Private Limited., (PAN: AAPCA9792D)** a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at Global Infocity Park, No.40, MGR Salai, Kandanchavadi, Perungudi, Chennai – 600096 , Represented herein by its authorized Signatory, **Mr. K.M. Mohan**, Authorized by the board resolution dated 04<sup>th</sup> September 2017 (hereinafter referred to as “the Lessor” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-title and permitted assigns) of the ONE PART;

AND

**M/s Freshworks Technologies Private Limited, (AABCF6966C )** a company incorporated under the Companies Act, 1956, having its registered office at Global Infocity Park, Block A, 40 MGR Salai, Perungudi, Chennai - 600 096, through its duly authorized signatory, Mr. P. Mehra, authorized by the board resolution dated 15/Oct/2024, (hereinafter referred to as the “**LESSEE**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **OTHER PART**.

(The Lessor and the Lessee are hereinafter referred to individually as a “Party” and collectively as the “Parties” wherever the context so requires or permits).

**WHEREAS:**

- A. Faery Estates Private Limited (hereinafter referred to as “**FEPL**”) was the owner of land admeasuring 12.52 Acres (including OSR area), situated, lying and being a plot no. 40, MGR Salai, Kandanchavadi, Perungudi, Chennai – 600 096 and more particularly described in **Schedule I** hereunder written (hereinafter referred to as the **Said Land**), having acquired the

■/s/KM      /s/PM

Lessor’s initial      Lessee’s initial



same under Deeds of Sale registered as document numbers as given below in the Office of the Sub-Registrar, Neelankarai:

SI No.	Survey Nos.	Sale Deed Dated	Document No.
1	36 / 17 A	22.05.2006	3102 / 2006
2	227 / 1A	22.05.2006	3103 / 2006
3	227 / 1 B	22.05.2006	3103 / 2006
4	227 / 2A1	22.05.2006	3103 / 2006
5	227 / 2A2	22.05.2006	3103 / 2006
6	228 / 1A1C	20.09.2005	5461 / 2005
7	228 / 1A1A	20.09.2005	5461 / 2005

- B. FEPL has constructed and developed on the Said Land the IT Park building as stipulated in **Item 2 of Schedule II** (hereinafter referred to as the **“Building”**);
- C. FEPL amalgamated into Airoli ITP Development Private Limited (Lessor herein) in terms of Scheme of Amalgamation approved in CP(CAA)/22/(CHE)/2021 and CA(CAA)/619/2020 by the National Company Law Tribunal, Division Bench-1 Chennai and by virtue thereof, the Lessor is owner and well and sufficiently entitled to the Said Land and the Building for all intents and purposes.
- D. The Lessee is engaged in the business of Information Technology/Information Technology Enabled Services (**“IT/ITES”**);
- E. The Lessee has approached the Lessor and has requested the Lessor to lease to the Lessee, the premises more particularly described in **Item 3 of Schedule II** hereinafter referred to as the **“Demised Premises”** and shown on the plan thereof annexed hereto and marked as **Annexure “A”** for the purpose stipulated in **Item 4 of Schedule II** and commencing on the Commencement Date as stipulated in **Item 5 of Schedule II** for the Lease Term (*as defined hereinafter*);

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

- F. The Lessor has considered the request made by the Lessee and has agreed to lease the Demised Premises on certain terms and conditions, which have been mutually agreed upon by and between them;
- G. The Lessee has investigated the title to the said Property and accepted the same;
- H. The Parties are desirous of recording the terms and conditions of the Deed arrived at by and between them in the manner hereinafter appearing;

**NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO** as under:-

1. **Recitals**

The recitals contained above shall form an integral and operative part of this Deed as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

2. **Definitions & Interpretations**

2.1 **Definitions:**

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

For purposes of this Deed, unless the context otherwise requires, the under mentioned expressions shall have the under mentioned meaning:

**“Acts of God”** shall mean the effects of any natural element or other natural disaster including but not limited to storm, flood, lightning, earthquake, cyclone, etc. which are beyond the control of the Parties.

**“Additional Parking Fees”** shall mean the fees charged by the Lessor at the rate set out in **Item 18** in **Schedule II** in terms of Clause 9.3;

**“Affiliate, Associate or Subsidiary”** shall with respect to the Lessee mean (a) a company which is a holding or subsidiary company of the Lessee, as defined under the Companies Act, 1956; (b) a person under the control of, or under common control with, the Lessee; or (c) an entity, in which the Lessee has direct or beneficial interest or control of more than 51% (fifty one) percent of the voting securities of such entity.

**“Business Day”** shall mean a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Deed is to be performed

**“Chargeable Area”** in respect of the Demised Premises refers to an area stipulated in **Item 8** of Schedule-II;

**“Commencement Date”** shall have the meaning given to such term in Clause 4.1 hereof;

**“Conduits”** shall mean the pipes, sewers, drains, ducts, gutters, electric mains, wires, cables (for communication and reception system), channels, flues that are common for all the lessees/users/occupiers of the Building, which shall be the obligation of the Lessor to provide up to the Demised Premises (i.e. High Side) and thereafter Lessee shall, make its own arrangement for such facilities within the Demised Premises in terms of this Deed.

■/s/KM      /s/PM  
Lessor's initial      Lessee's initial

**“Building/said Building”** shall mean the building as more particularly set out in **Item 2 of Schedule II**;

**“Demised Premises”** shall have the meaning given to such term in as stipulated in **Item 3 of Schedule II**;

**“Due Date”** shall, for the purposes of Lease Rent, Interest Free Security Deposit and all other payments that are due by the Lessee to the Lessor in terms of this Deed, mean the day on which the same are payable;

**“Fit-Out Period”** shall mean the period stipulated in **Item 10 of Schedule II** commencing from the Commencement Date/s and expiring one day prior to the Lease Rent Commencement Date/s during which period the Lease Rent is not payable;

**“Force Majeure Events”** shall mean and include all events which are (i) beyond the control of the Parties and arising after the date hereof, preventing or delaying total or partial carrying out of the obligations set forth including but not limited to any strikes, lockout, fire, revolution, wars, rebellion, sabotage, terrorism, civil disturbances, acts of enemies, embargoes or other disasters; and/or (ii) Acts of God;

**“Initial Term”** shall mean the initial term as set out in **Item 6 of Schedule II** in respect of the Demised Premises commencing from the Commencement Date;

**“Handover Condition”** shall mean the handover of the Demised Premises in a condition as set out in Annexure **“B”**.

**“Lease Term”** shall mean the Initial Term and the Renewal Term (only if applicable);

**“Interest Free Security Deposit”** shall mean an interest free refundable deposit which shall be kept deposited by the Lessee during the Lease Term with the Lessor in terms of Clause 8 hereof;

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

**“Lease Rent”** shall mean the periodic payment on monthly basis payable in advance, during the Term of the Lease, by the Lessee to the Lessor in terms of Clause 5 hereof;

**“Lease Rent Commencement Date”** shall mean the date stipulated in **Item 14 of Schedule II** and in terms of Clause 4.2 hereof;

**“Lease Rent Free Period/s”** shall, in respect of the Demised Premises, mean the period stipulated in **Item 15 of Schedule II** and during which the Lessee shall be entitled to fit out the Demised Premises and for which the period of Lease Rent is not payable;

**“Lock-in-Period”** shall have the meaning given to such term as set out in **Item 16 of Schedule II** and Clause 7 hereof

**“Month”** shall mean a month, as per the English calendar;

**“Permitted Use” / “Purpose”** shall, as provided stipulated in **Item 4 of the Schedule II** and no other purpose;

**“Parking Fees”** shall mean the fees charged by the Lessor at the rate set out in **Item 17 in Schedule II** in terms of Clause 9.2;

**“Property Tax”** shall mean the present and future tax, commonly referred to as property or municipal tax which is imposed by municipal authorities in relation to the Demised Premises and which shall be paid and borne by the Lessor only;

**“Fit-Outs Guidelines”** shall mean the regulations as presently applicable for enabling the Lessee from the Commencement Date to carry Fit-outs in the Demised Premises, however, the Lessor may clarify, add to or amend the Regulations pertaining to Fit-outs from time to time; provided the same do not prejudicially affect the Lessee;

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

**“Renewal Term”** shall mean the period set out in **Item 7 of Schedule II**;

**“GST”** shall mean any service GST / or any other applicable taxes by whatever name called, not being Property Tax that is or may be imposed on the Lease Rent and all other amounts payable under this Deed (also including any increases thereof from time to time).

## 2.2      **Interpretation:**

- 2.2.1    The headings to the Clauses and the Schedules and the Index to this Deed are for ease of reference only and shall not affect its interpretation.
- 2.2.2    Any reference to a specific statute or statutes shall be deemed to include any statutory extension or modification amendment or re-enactment thereof.
- 2.2.3    Words importing the singular include the plural and vice versa.
- 2.2.4    Reference to a Schedule or Clause shall be reference to a Schedule or Clause of this Deed.
- 2.2.5    The expressions specified in the Annexures hereto and forming part of this Deed shall have the meanings assigned to them therein.
- 2.2.6    Any provision in this Deed authorizing or permitting the Lessor to perform or to do anything shall be deemed to extend to any person authorized by the Lessor.

## 3.      **Grant of Lease:**

■/s/KM      /s/PM  
Lessor's initial    Lessee's initial

3.1. In consideration of the Lease Rent hereinafter reserved and the covenants hereinafter contained on the part of the Lessee to be observed and performed, the Lessor hereby demises unto the Lessee, the premises admeasuring the Chargeable Area set out in **Item 8 of Schedule II** and which premises are more particularly described in **Item 3 of Schedule II** hereunder written and shown bounded in red on the plan thereof hereto annexed and marked with the letter “A” (hereinafter referred as “**the Demised Premises**”) situate in the building also described in **Item 2 of the Schedule II** hereunder written (hereinafter referred as “**the said Building**”) constructed on a portion of the land admeasuring 12.52 Acres situated, lying and being at Plot No.40, MGR Salai, Kandanchavadi, Chennai - 600096 and more particularly described in **Schedule I** hereunder written (“**the said Land**”) for the Lease Term set out in Clause 4 hereunder written, to be determined in the manner hereinafter specified **YIELDING AND PAYING** therefore during the said Term the monthly rent as set out in Clause 5 hereunder written (“**the Lease Rent**”) payable in advance with an escalation as mentioned in the said Clause 5.

3.2. The Lessee hereby agrees, assures, confirms, declares and undertakes that this lease shall always be subject to the due performance and observance / compliance of all the terms, conditions and covenants herein contained by the Lessee and further subject to the payment of the Lease Rent and all other payments to be made by the Lessee as mentioned herein.

3.3. The Lessee undertakes that the use of the Demised Premises for the purpose of the Permitted Use. The Lessee shall not use nor suffer use of the Demised Premises for any purposes other than the Permitted Use specified herein. Use of the Demised Premises for any purpose other than specified herein shall be deemed to be a material breach of these presents.

4. **Commencement Date and Lease Rent Commencement Date**

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

4.1. The lease in respect of the Demised Premises shall commence from the Commencement Date. On the Commencement Date the Lessor shall handover to the Lessee the Demised Premises in the Handover Condition.

4.2. The Lease Rent Commencement Date shall be the date stipulated in **Item 14** of **Schedule II**.

4.3. This Deed shall, at the expiry of the Initial Term, subject to the Deed being valid and subsisting and subject to the terms hereinafter contained, be renewed at the discretion of the Lessor for the Renewal Term on similar terms and conditions as contained in this Deed excepting the commercial terms and conditions which will be mutually agreed upon by the Parties on the exercise of the option to renew **Provided That** the Lessee may opt not to renew this Deed for the Renewal Term by serving upon the Lessor a written notice by Registered Post at any time not later than 6 (Six) months prior to the expiry of the Initial Term ("**Option Exercise Date**") expressing its intention to terminate this Deed. It is however clarified that if the Lessee fails to serve a written notice by Registered Post AD by the Option Exercise Date, expressing its intent to terminate the Deed at the end of the Initial Term, then the Lessee undertakes to renew this Deed for the Renewal Term and the Lessee shall not thereafter be entitled to serve a notice of termination and/or non-renewal of this Deed during the remaining period of 6 (Six) months of the Initial Term.

4.4. The Parties, shall execute immediately on expiry of the lease term such fresh lease deed and register such deed within 30 (thirty) working days of the expiry of the Lease Term.

## 5. **Lease Rent**

5.1. As and by way of consideration for the grant of lease of the Demised Premises by the Lessor to the Lessee, the Lessee covenants and agrees that it shall, during the Initial Term, pay to the Lessor without demand, delay and/or demur by way of Lease Rent from time to time as under:

■/s/KM      /s/PM  
Lessor's initial      Lessee's initial



5.1.1. Lease Rent as stipulated in **Item 13** of **Schedule II** due and payable for the Demised Premises for the period stated in **Item 13** of **Schedule II**.

5.1.2. Escalated Lease Rent (if applicable) as stipulated in **Item 16** of **Schedule II** due and payable for the Demised Premises for each period stated in **Item 16** of **Schedule II**.

5.2. The Lessee shall from the Rent Commencement Date pay to the Lessor the Lease Rent in advance on or before the 7<sup>th</sup> day of each and every Month at the Lessor's address mentioned herein, unless change is notified by the Lessor by giving an advance written notice of 30 (thirty) days and if the day stipulated herein be not a Business Day then on the Business Day prior to the stipulated day.

5.3. Should the Rent Commencement Date be any date other than the 1<sup>st</sup> day of a month, then the Lease Rent shall be paid on a pro-rata basis for that month on the Commencement Date and thereafter from the ensuing month, next after the month of the relevant Commencement Date, the Lease Rent shall be paid in the manner indicated in Clause 5.2 hereinabove.

5.4. The Lease Rent shall be subject to deduction by the Lessee of tax at source under the Income Tax laws as may be in force from time to time or at a rate mentioned in the lower Tax deduction certificate issued by the Income Tax Department from time to time. The Lessee shall forthwith furnish to the Lessor a certificate for deduction of tax at source. If the Lessee fails to provide such certificate within 60 days from the end of a financial quarter (other than financial quarter ended 31<sup>st</sup> March where the no of days is 90), the Lessee shall pay to the Lessor an amount equivalent to the amount of tax so deducted at source. However, in the event the Lessee fails to make the aforesaid payment or provide the certificate as aforesaid, then the Lessee shall pay such amount to the Lessor together with interest at 18% (eighteen per cent) per annum from the due date for satisfaction of the said obligation and till the date of payment.

■/s/KM      /s/PM  
Lessor's initial      Lessee's initial

5.5. The Lessee agrees and undertakes not to make any application to any court of law or before any forum or before any authority for the said Lease Rent as being excessive or unreasonable and any such action shall be taken as a breach of this Deed entailing the consequences as herein set out.

5.6. It is the sole discretion of the Lessor to determine the lease rent for different leased units within the Building. The Lessee acknowledges that such lease rent may vary from one leased unit to the other due to various factors such as location of the leased units, the size of the leased units, the type of trade activity or business relations and mutual interest between the Lessor and the lessee in question. The Lease Rent of any leased unit within the Building shall not be considered, at any time, as measure for application to other units or used as a basis for comparison to other units and the Lessee shall not be entitled to demand the Lessor to apply to the Demised Premises, lease fees, similar or equivalent to that charged to the other occupants of the Building.

## 6. **GST**

6.1 In addition to the Lease Rent and all other amounts payable under this Deed, the Lessee shall be liable to bear and pay GST to be levied on the Lease Rent and/or any other amounts payable under this Deed (including any increases thereof). It is clarified that the Lessee shall be liable to bear and pay GST or any other tax if made applicable retrospectively in pursuance of this Deed or payment of the Lease Rent and/or any other amounts payable hereunder. Further, all taxes payable directly on account of the business activities carried on by the Lessee in the Demised Premises or otherwise shall be borne and paid by the Lessee.

6.2 The tax shall be mentioned by the Lessor in all Tax invoices, Debit Notes, Credit notes and other documents where are required to be issued by the Lessor, in accordance with the provisions of place of supply as per the Laws in relation to GST

6.3 The Lessor shall raise a valid tax invoice / debit note with all applicable taxes & Lessee shall pay the same within the prescribed timelines from the date of Tax invoice or debit note. It is

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

further agreed that Lessor will not indemnify for any non availability of tax credit to the Lessee for delay in payment beyond the stipulated time by relevant tax authorities. If at any time the credit for Taxes is denied to the Lessee or payment of Taxes is sought from the Lessee due to issuance of deficient invoice, or default of payment of Taxes or non compliance of Applicable laws by the Lessor, then Lessee should intimate the Lessor within a stipulated period to rectify and Lessor would rectify the the said non compliances / errors to ensure that Lessee gets the credit.

- 6.4 As and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on the date of signing this Agreement), the Parties shall discuss the provisions and may enter into an amendment, if required, to address each other's concerns in relation to such compliance.
- 6.5 Any payment of advance made by the Lessee is also subject to Tax under the Laws in relation to GST and the same shall be charged to the Lessee. It is also agreed that Lessee shall communicate and intimate to Lessor, the details of invoices against which adjustments of advances paid by Lessee should be made.
- 6.6 If any tax proceedings are initiated against either Party, in relation to the transaction contemplated under the Agreement, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking / accrual of expense.
- 6.7 If the Lessee provides the Lessor with an exemption certificate acceptable to the relevant tax authority, the Lessor shall not collect the tax on transaction covered by such certificate provided the certificate is provided on time before raising the invoice by Lessor.
- 6.8 The Lessee may deduct or withhold any Taxes that the Lessee may be legally obliged to deduct or withhold from any amounts payable to Lessor under this Agreement, and payment to Lessor as reduced by such deduction or withholdings will constitute full payment and settlement of amounts payable under this Agreement. It is further agreed that if Lessor

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

provides Lessee with any lower deduction certificate acceptable to the relevant taxing authority, Lessee shall deduct or withhold any amounts payable to Lessor at such lower rates as applicable. The Lessee agreed that he would file the TDS return based on which credit for tax paid by the Lessee would be available to the Lessor. If at any time the credit for Tax Deducted at Source (TDS) is denied to the Lessor or payment of Taxes is sought from the Lessor due to issuance of deficient TDS certificate / entry in Form 26AS or default in payment of Taxes or non compliance of Applicable laws by the Lessee, the Lessee will indemnify Lessor against any denied credits or Taxes recovered as well as any interest and penalties imposed on Lessor.

**7. Provision for Lock-in-Period**

7.1. The Lock-in Period shall be the period stipulated in **Item 16 of Schedule II**. After expiration of Lock-in-Period and at any time till expiration of the Lease Term, the Lessee shall be entitled to terminate the lease with respect to the Demised Premises by giving the Lessor 6 (six) month's prior notice in writing i.e on 36<sup>th</sup> month of the initial term.

7.2. It is clarified that during the Lock-in-Period neither party shall be entitled to terminate this Deed.

7.3. Except for the cases falling within the ambit of clause 22.6 of this Deed, in the event the Lessee communicates in writing to the Lessor its intention to terminate this Deed prior to the expiry of the Lock-in-Period for any reason whatsoever or the Lessor terminates this Deed on account of any breach on the part of the Lessee of any provision of this Deed, then the Lessee shall be bound and liable to pay to the Lessor the entire amount of Lease Rent for the unexpired period of the Lock-in-Period.

7.4. It is clarified that notice of termination cannot be given by the Lessee during the Lock-in Period except during the last 6 (Six) months thereof. The Lessee shall during the notice period continue to observe and perform all its obligations hereunder. The Lessee shall in the aforesaid circumstances, vacate and hand over to the Lessor occupation of the Demised

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

Premises as the case may be, and within 15 (Fifteen) days of such handover, the Lessor shall refund the proportionate Interest Free Security Deposit subject to deductions in terms of Clauses 8.5 and 8 herein below, immediately on the expiration of the period of 6 (Six) months from the date of notice for pre- determination, it being clarified that the Lessee shall, beyond the aforesaid period of 6 (Six) months, not be entitled to any additional period for the purpose of vacating and handing over occupation of the Demised Premises to the Lessor. The consequences of the Lessee not vacating the Demised Premises shall be determined in accordance with Clause 22 hereunder.

7.5 In the event that the lease in respect of the Demised Premises is terminated by the Lessee during the Lock-in Period, then the Lessee shall be entitled to receive from the Lessor refund of only the proportionate Interest Free Security Deposit for the Demised Premises subject to deductions in terms of Clause 8 herein below. The reference to the Interest Free Security Deposit as set out in this Deed shall stand accordingly amended to refer only to the proportionate Interest Free Security Deposit.

## 8. Interest Free Security Deposit

8.1 The Lessee covenants and agrees that during the Lease Term it shall keep with the Lessor, the Interest Free Security Deposit for due compliance, fulfillment, observance and performance in letter and spirit of the Lessee's obligations towards the Lessor relating to the Demised Premises and use thereof. Accordingly, the Lessee shall keep deposited, as Interest Free Security Deposit, as stipulated in **Item 11 of Schedule II** due and payable for the Demised Premises for the period stated therein. This amount shall be deposited by the Lessee with the Lessor on the Commencement Date.

8.2 During the Initial Term and the Renewal Term, the Interest Free Refundable Security Deposit shall be escalated as defined in **Item 12 of Schedule II**.

■/s/KM      /s/PM  
Lessor's initial      Lessee's initial

- 8.3. In the event that this Deed is renewed for the Renewal Term in accordance with Clause 4.3 above or otherwise howsoever, then on the expiration of the Initial Term there shall be no requirement on part of the Lessor to refund the Interest Free Security Deposit applicable to that Period (save and except the pre-determination of lease in terms of this Deed), but upon any escalation in the Interest Free Refundable Security Deposits as defined in Item 12 of Schedule II, which shall be notified by Lessor by an advance written notice of 15 (Fifteen) days, the Lessee shall pay over the deficit amount in the Interest Free Security Deposit lying with the Lessor to make up for the short-fall in the Interest Free Security Deposit applicable to the relevant periods.
- 8.4. The Interest Free Security Deposit will be refunded by the Lessor to the Lessee within 15 (fifteen) days of the Lessee handing over quiet, vacant and peaceful possession/charge of the Demised Premises to the Lessor on the termination of the Lease, either by efflux of the time or on its early termination under the various provisions set out hereunder, after deducting therefrom all amounts referred to in Clause 8 hereunder. The deduction of the amounts from the Interest Free Security Deposit shall be without prejudice to the other rights of the Lessor under this Deed or in law and without the Lessee being absolved of his obligations under this Deed.
- 8.5. If however, this Deed is terminated by either party, OR on expiry of this Deed by the efflux of time, then the Interest Free Security Deposit will be refunded to the Lessee on such termination, after deducting all outstanding amounts / charges due and payable to the Lessor under this Deed only upon the Lessee handing over vacant and peaceful charge of the Demised Premises. After peaceful hand over of the Demised Premises by the Lessee to the Lessor, both parties shall sign a handover / take over document of the same and the Lessor shall specify in the handover / take over document, that the refund of the Interest Free Security Deposit shall be made within 15 (Fifteen) days thereon. In the aforesaid circumstances or upon expiry of the Lease by efflux of time, the Lessor shall be entitled to retain such sum from and out of the amount of Interest Free Security Deposit aforesaid as shall be equivalent to the charges of consumption of the utilities in respect of the Demised Premises for a period of 3 (three) months or such other period, depending on the billing

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

cycles of the utilities from the date of expiry or sooner determination of the lease which amount shall be utilized by the Lessor for payment / charges of consumption of the utilities remaining unpaid in respect of the Demised Premises or damages if any, in relation to the Demised Premises as also for payment of any other amount payable by the Lessee in terms of these presents. On receipt of the said bills relating to the period of the lease, the Lessor shall pay all the amounts of the said bills and immediately refund the balance amount of the Interest Free Security Deposit so retained, if any, to the Lessee.

8.6. Subject to Clause 8.5, in the event of termination or earlier determination of this Deed, if the Lessor fails to refund the Interest Free Security Deposit within 15 (Fifteen) days of the Lessee handing over quiet, vacant and peaceful charge of the Demised Premises, the Lessor will be liable to pay interest on the outstanding amount of Interest Free Security Deposit at the rate of 18% (eighteen per cent) per annum from the date when the amount is due till the date of actual payment.

## **9. Parking Facility**

9.1. The Lessee shall, park authorized vehicles only in the spaces specifically earmarked/set aside, from time to time, by the Lessor for parking and subject to the payment of such parking fee as may be applicable.

9.2. The Lessor shall provide to the Lessee for its exclusive use, car parking spaces as stipulated in Item 17 of Schedule II during the term of lease. A detailed plan delineating the Car Parking Spaces is shown in Annexure "C" attached hereto.

9.3. In the event of the Lessee requesting additional car parking space, the Lessor shall, at its sole discretion and subject to availability, make the same available to the Lessee, at the rate stipulated in Item 18 of Schedule II during the term of lease. The Lessee shall pay the Additional Parking Fees to the Lessor along with the Lease Rent.

■/s/KM      /s/PM  
Lessor's initial      Lessee's initial

9.4. In the event the lease is renewed the Parking Fees and Additional Parking Fees shall, on the Escalation Dates set out in **Items 18** of **Schedule II** be escalated proportionately to the escalation to the Initial Escalated Lease Rent and the Renewed Lease Rent on such dates respectively.

9.5. The Lessee agrees, after notice thereof, to abide by all rules, regulations and restrictions framed by the Lessor from time to time, and use its reasonable efforts to cause its customers, guests, visitors, invitees, agents and servants to conform thereto. The Lessee shall, for security reasons, furnish to the Lessor, the license numbers and other details of the vehicles which are to be parked in the parking spaces set out in Annexure C.

9.6. The Lessee shall not be entitled to claim any vested right to any Car/two wheeler Parking Space.

9.7. It is clearly understood and expressly agreed by the Lessee that any security provided by the Lessor in the Parking area is general in nature, scope and intent, the Lessor neither covenants nor undertakes to secure, guarantee or be liable for the security or any damage caused to any vehicles parked in the building.

9.8. It is hereby clarified that the liability of the Lessee to pay Parking Fees under Clause 9.2 above shall commence from the Lease Commencement Date and shall be payable in advance for each month together with the Lease Rent.

#### **10. Fit-outs of the Demised Premises**

10.1. The Lessee shall at its costs and expense be permitted to Fit-Out the Demised Premises but shall not make any modifications to the structure of the Building.

10.2. The Lessee shall carry out Fit-outs of the Demised Premises in terms of the Fit out Guidelines in respect of the Demised Premises as are prescribed (to be provided to the Lessee at the

■/s/KM      /s/PM  
Lessor's initial      Lessee's initial



latest upon the Lease Commencement Date) as per the building plans submitted by the Lessor which have been sanctioned in writing by the Local Authority. The Lessee agrees that in the event the municipal corporation requires any clarification, change or amendment in the Fit-out plans submitted by the Lessee then, the Lessee shall revert to the Lessor in this regard within 2 (two) Business Days. It is agreed that the Lease Rent Commencement Date/s would be regardless of whether the Lessee has completed its Fit-out works within the Fit-out period as mentioned herein above.

- 10.3. For the purpose of undertaking the Fit-outs, the Lessor shall, subject to its policies regarding safety, permit the approved contractors, architects, workmen etc. entry in the building and to work within the Demised Premises.
- 10.4. As from the Lease Commencement Date, the Demised Premises shall be at the risk of the Lessee and the terms and conditions of this Deed, in so far as applicable, shall apply, from the Lease Commencement Date.
- 10.5. The Lessor agrees that the Lessee is permitted use of the Conduits for wiring or any other purpose, however, before inserting any wiring/taking connections through the Conduits, the Lessee shall make a written application seeking the Lessor's consent and any insertions that the Lessee may put through in the Conduits shall be as advised by the Lessor's technical consultants. The Lessee undertakes not to make any use of the Conduits, unless authorized by the Lessor..
- 10.6. It is hereby agreed between the Parties that if any damage is caused to the Demised Premises or to the Building by virtue of the Lessee's Fit Out works, then the Lessee shall indemnify the Lessor for all direct losses or damage at its actual cost as determined by the relevant consultants appointed by the Lessor in this regard. Such reimbursement shall be made within 30 (thirty) days from receipt of a demand in writing for the same by the Lessor.
- 10.7. The Lessee shall reimburse the Lessor and bear all the costs towards electricity, fuel or any other utility charges of whatsoever nature, for undertaking the Fit Outs in the Demised

■/s/KM      /s/PM  
Lessor's initial      Lessee's initial

Premises. The Lessee shall install calibrated meters to calculate the consumption of raw power and water during the fit out period. The DG power consumption shall be charged based on the unit consumption ratio of actual raw power generated to actual DG power generated. The Lessor shall raise an invoice in the name of the Lessee for the amount to be reimbursed for such utility charges, based on these calibrated meters, the Lessee shall make the payment of the said amount by pay order within 7 (seven) days from the date of the receipt of the said invoice from the Lessor.

10.8. All the costs, charges, expenses, imposts, levies, deposits, penalties and fines for or in connection with the maintenance of the Fit Outs shall be borne and paid by the Lessee alone.

11. **Signage**

11.1. The Lessee shall be allowed to place its name boards and signage at such locations as may be approved by the Lessor's signage consultant which approval the Lessee shall obtain in writing from such consultant prior to placing of such signage. The size and design of the signage will also be subject to the approval of the Lessor's signage consultant.

11.2. All costs of installing and hoisting such signage shall be borne by the Lessee.

11.3. For installation and hoisting of any signage, in addition to the space provided by the Lessor, the allocation of the signage space would be at the sole discretion of the Lessor. All municipal charges, expenses for fabrication and erection of structure and other associated charges for the signage shall be payable by the Lessee. The Lessee shall also obtain all the necessary permissions and comply with the statutory requirements for mounting of such signage for which the Lessor shall extend all necessary cooperation.

12. **Property Tax**

■/s/KM      /s/PM  
Lessor's initial    Lessee's initial

The Lessor shall be responsible for payment of present and future Property Tax imposed by the municipal authorities in respect of the Demised Premises.

**13. Sub-Lease**

13.1. The Lessee shall not have the right to sub-lease or share the Demised Premises or any part thereof except with the prior written permissions of the Lessor, which the Lessor may deny without assigning any reason therefor.

13.2. If the Lessee has been permitted by the Lessor to sub-lease and/or share the use with any other person then the same shall subject to the following conditions:

13.2.1. the Lessee giving prior written notice to the Lessor along with documentary evidence including certificate of the Lessee's statutory auditors, certifying the Lessee's relationship as aforesaid with such company or entity and the Lessor approving such sub-lease/sharing with such entity;

13.2.2. in the event of sub-lease or sharing their use of the Demised Premises the Lessee will continue to remain fully liable for regular and timely payment of the Lease Rent and to be fully and effectively responsible for fulfilling all its obligations under this Deed; and

13.2.3. such company or entity not being entitled to and not claiming any right, title or interest in the Demised Premises and/or to the benefits of the Lease.

13.3. It is however agreed by and between the Parties that no allowing or sharing of the use or sub-letting of the Demised Premises as contained herein shall be permissible in the event the

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

prior permission/consent of any regulatory authority is required under the extant Laws and such permission/ consent has not been obtained.

14. **Assignment**

The Lessee shall not in any manner or transfer or assign or mortgage in any manner to any person whatsoever the Demised Premises or any portion thereof and or any of the benefits or rights available to the Lessee under this Deed and shall not part with the possession of the Demised Premises or any portion thereof.

15. **Lessee's Entitlements**

15.1. The Lessee during the subsistence of this Deed may refurbish/renovate the Demised Premises after seeking the prior written consent of the Lessor. The Lessee agrees not to carry out any work in the Demised Premises of structural nature and shall ensure that during refurbishment/renovation, the Demised Premises or any part of the Building is not damaged. Further the Lessee shall ensure that such work does not conflict with any other obligation undertaken by the Lessee under this Deed and the same does not violate or breach any law. It is clarified that there shall be no suspension of the Lessee's obligation for making payment of the Lease Rent or any other payment due to the Lessor under this Deed during the refurbishment /renovation period.

5.2 The Lessee shall be entitled to apply for and obtain at its own cost and expenses separate telephone lines to be installed in the Demised Premises.

16. **Rights of the Lessor**

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

16.1. The Lessor shall have the right from time to time, to improve, extend, or in any manner whatsoever alter the deal with the said Building and the larger layout of which the Building forms a part of, and bring in any modification or changes therein. In particular the Lessor shall have the right, at all times and from time to time throughout the Lease to;

16.1.1. Change the area, size level, location and/or arrangement of the larger layout or any part thereof, including, and without limitations, common areas and facilities and the entrances and the exits from the common areas and facilities.

16.1.2. Construct multiple decks, elevated or underground parking facilities and expand, reduce or alter the same in any manner whatsoever.

16.1.3. Re-locate or re-arrange the various buildings, parking areas and other parts of the park.

16.1.4. Make changes and additions to Conduits or other structures and non-structural installations in the Demised Premises to serve the common areas and facilities and the other premises in the building or to facilitate expansion or alteration of the Building/larger layout.

16.1.5. Temporarily obstruct or close off the common areas and facilities or any part of the Building/larger layout for the purposes of maintenance, repairs or construction.

16.1.6. During the course of improvements conducted by the Lessor as mentioned in this clause, the Lessor shall ensure that the Lessee and their employees shall have safe passage to enter the Demised Premises and the Lessor shall ensure that there will be no interruption to the use of their Demised Premises and other facilities as described in this Lease Deed.

■/s/KM      /s/PM  
Lessor's initial    Lessee's initial

17. **Extent of Lessor's Liability**

Neither the Lessor nor its agents or employees are liable for any loss of any nature suffered by the Lessee (including loss of profits) or damage to any of the assets of the Lessee including but not limited to fixtures, fittings, books and papers and other goods, or be liable for any injury or loss of life to the person of the Lessee or the Lessee's employees or invitees due to any reason whatsoever, unless the same is caused by the Lessor's act/s, omission/s or commission/s and the Lessee indemnifies the Lessor to the extent that such claims are not caused by the Lessor's or its agent's or employee's act/s, omission/s or commission/s.

18. **Restrictions on Lessee**

The Lessee shall not induct any third party into the Demised Premises and/or any part thereof during the subsistence of this Lease.

19. **Obligations of the Lessee**

The Lessee hereby covenants with the Lessor as under:

19.1. To use the Demised Premises for the purpose of Permitted Use only and for no other purpose whatsoever;

19.2. To make payment of the Lease Rent, maintenance charges, parking charges and Interest Free Security Deposit at the time and in the manner herein provided and also pay all the outgoings and charges for the consumption of utilities as recorded in the separate meters installed for that purpose in respect of the Demised Premises.

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

- 19.3. Not to further sub-let or on any other basis the Demised Premises or any part or portion thereof nor shall the Lessee permit any third party to use and occupy the Demised Premises or any part or portion thereof;
- 19.4. Not to damage in any manner any of the Lessor's fixtures, fittings and articles installed lying and being in the Demised Premises and to keep the same in good order and condition (reasonable wear and tear excepted);
- 19.5. Not to hold the Lessor responsible or liable for any loss or damage suffered by the Lessee on account of any Force Majeure event viz; earthquake, storm or other destruction caused to or in the Demised Premises or to any property articles or things brought by the Lessee into the Demised Premises or by any act or omission on the part of the occupants of the other premises or by their servants or agents or visitors visiting the Demised Premises or by any act of God such as but not limited to fire, flooding, earthquake etc;
- 19.6. Not to do or permit to be done upon the Demised Premises anything which may be or become a nuisance to the Lessor or other occupants of the said Building
- 19.7. Not to make any modifications to the structure of the Demised Premises or any part thereof;
- 19.8. Not to bring in or to store in the Demised Premises or any part or portion thereof any combustible materials or otherwise dangerous things that may imperil the safety of the Building or may increase the premium of insurance of the Building or render void the insurance;
- 19.9. To abide by all the rules and regulations as also to perform and observe strictly the provisions hereof and also the provisions of law of the country for the time being and from time to time in force and also the rules and regulations of the municipal corporation which may for the time being and from time to time be in force governing the Demised Premises and the building in which they are located;

■/s/KM      /s/PM  
Lessor's initial    Lessee's initial

- 19.10. The Lessee shall not do or suffer to be done any act or thing whereby the interest and the rights of the Lessor in the Demised Premises are in any manner affected or prejudiced;
- 19.11. the Lessee shall be solely liable for all its transactions with its employees and customers, which may take place within the Demised Premises;
- 19.12. To remove itself from the Demised Premises and all its movable furniture, fixtures, staff and employees and all its belongings and to restore the Demised Premises in good condition (reasonable wear and tear and acts of God excepted); which are movable and shall make good all damage caused to the Demised Premises by such removal to the reasonable satisfaction of the Lessor. In case the Lessee has carried out any addition and alteration to the Demised Premises and has installed fixtures and fittings which are of permanent nature, then upon expiry or sooner determination or on termination of the Lease, the Lessee shall not be entitled to remove the same and the Lessor shall not be called upon to pay any amount to the Lessee for the same;
- 19.13. To permit the Lessor with their agents, contractors and workmen at any time during the subsistence of this lease to enter the Demised Premises, during the day after giving to the Lessee at least 48 (forty-eight) hours' notice in writing and in case of emergency 24 (twenty-four) hours' notice for viewing the condition of the Demised Premises in the normal business hours and without in any manner disturbing the Lessee's business operations;
- 19.14. To make good to the Lessor any loss or damage that may be caused to the Demised Premises and any other furniture, fixtures, articles and things belonging to the Lessor and installed therein in the Demised Premises as a result of any negligence on the part of the Lessee, its employees, agents, customers, visitors and/or other persons calling at the Lessor in connection with the business of the Lessee;
- 19.15. The Lessee shall attend to all day to day and minor repairs including fuses, fittings and fixture including leakage of water taps, etc. at its own cost, but major structural repairs such as leakages of roof, any major repairs to the Demised Premises and cracks in the walls shall be

■/s/KM      /s/PM

Lessor's initial      Lessee's initial



attended to promptly by the Lessor at its own cost unless such structural repairs are required due to any act or omission of the Lessee or its employees, agents, servants or invitees, in which case the Lessee shall bear the costs.

19.16. If at any time damage or destruction to the Demised Premises is caused owing to the negligence on the part of the Lessee, then in that event the Lessee shall make good order and condition as they were at the time of entering into this Deed subject to normal wear and tear and during the period of restoration, the Lessee shall be bound and liable to continue to pay the Lease Rent and other outgoings, as referred to in this Deed. In case the Lessee fails and neglects to do so, then in that event, the same shall be construed as a breach of the term of this Deed and the Lessor shall be entitled to terminate this Deed and the consequences of termination as herein provided shall follow and the Lessor shall have a right to recover from the Lessee, costs for damage done to the Demised Premises (normal wear and tear and acts of God excepted);

19.17. The Lessee shall with the prior written consent of the Lessor be entitled to make additions, alterations (non-structural) in or to the Demised Premises and shall be entitled to equip the Demised Premises by installing fittings such as wooden and glass partitions, extra fixtures to and/or the electrical cables and wiring. It is further agreed that the Lessee shall during the Lease Term be entitled to bring in and install loose items of furniture and equipment as are necessary for the Lessee's business needs. Any installation of a mobile or unfixed nature which is capable of being removed without damaging the Demised Premises may be removed by the Lessee on the expiry or earlier determination of the Lease (natural wear and tear and acts of God excepted);

19.18. The Lessee agrees and confirms that various premises in the Building may undergo fit-outs even after the Commencement Date and after the date the Lessee may have commenced operations from the Demised Premises provided that such fit-outs and installation works (including use of the common areas) shall be carried on without interference to the Lessee's

■/s/KM      /s/PM  
Lessor's initial      Lessee's initial

use of the Demised Premises and the Lessee shall extend co-operation as reasonably required by the Lessor.

19.19. The Lessee shall be responsible for insuring all its furniture and fixtures and assets installed by it within the Demised Premises.

19.20. The Lessee shall be responsible to pay and bear all taxes relating to the business of the Lessee.

19.21. The Lessee shall ensure that the approvals/ permissions required to be maintained by the Lessee for carrying on the business activities within the Demised Premises shall remain valid, subsisting and continuing during the term of this Deed including the Renewal Term and the Lessee shall do all such acts, deeds, things that maybe required for this purpose at its own costs and expenses and shall occupy the Demised Premises only in terms of such approvals.

19.22. The Lessee shall not raise any objections in relation to the title of the Lessor to the Demised Premises or in relation to the IT Park permission.

**20. Representations, Warranties and Confirmations**

20.1. The Lessee represents and warrants that it is fully authorized to enter into this transaction and the execution of this Deed constitutes legal, valid and binding obligations on the part of the Lessee and that all resolutions, filings, consents, declarations and statements as may be necessary in law or otherwise to be made or obtained by the Lessee have duly passed made and/or obtained.

20.2. The Lessee confirms that it shall not be entitled to sub-let or assign the use and benefit of this Deed.

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

- 20.3. The Lessee agrees that the Lessor shall not be liable for any loss of or damage to any valuables or articles kept by the Lessee in the Demised Premises except where the same is caused due to any act/s, omission/s or commission/s of the Lessor.
- 20.4. That no representations or warranties by the Lessee in this Deed and no document furnished or to be furnished by the Lessee to the Lessor pursuant to this Deed or in connection herewith or with the transactions contemplated hereby, contain or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statement contained herein or therein, in light of the circumstances under which they are made.
- 20.5. That notwithstanding anything herein contained, it is hereby expressly agreed and declared that this Deed is not intended to confer and nor does it confer any tenancy rights and/or any right or interest in the nature of tenancy and/or sub-tenancy and/or any other right or interest in the Demised Premises in favour of the Lessee. That notwithstanding anything herein contained, it is hereby expressly agreed and declared that this Deed is not intended to confer nor does it confer any right upon the Lessee to create tenancy rights and/or any right or interest in the nature of tenancy and/or sub-tenancy and/or any other right or interest in the Demised Premises or in favour of any third person.
- 20.6. The Lessor shall be entitled to rely and act upon the aforesaid representations, warranties and undertakings as if the same were expressly made by the Lessee to the Lessor.
- 20.7. The Lessee shall at all times during the Lease Term, keep all its belongings in the Demised Premises insured against third party claims and shall not hold the Lessor liable for the same. The Lessee shall furnish documentary proof as evidence of the premium paid by it to the Lessor.
- 20.8. The Lessee shall not carry on in the Demised Premises or any part thereof, activities which are illegal, immoral, unlawful or which shall cause nuisance to other occupants of the property wherein the Demised Premises are situated and shall not store any goods of combustible nature in the Demised Premises or any part thereof, or in any manner interfere

■/s/KM      /s/PM  
Lessor's initial      Lessee's initial

with the use of any open space, passage or amenities available for common use and not specifically allotted to the Lessee by these presents as part of the Demised Premises.

20.9. The Lessee shall not, whether in the course of its interior fitting out works or as anything ancillary thereto or at any time for any purpose whatsoever, execute or permit to be executed any works involving cutting/chopping/ digging/hacking/dismantling in any manner or destroying in any manner or form, the floors or walls of the Demised Premises without prior written permission of the Lessor in this regard;

20.10. The Lessee shall not in any way obstruct or permit the obstruction of any walkways, pavements, entrances, passages, courts, corridors, service ways, vestibules, halls, roads, docks, stairways, elevators, hoists, escalators, fire or escape doors outside the Demised Premises or other parts of the common areas or any appurtenances or conveniences thereto.

20.11. The Lessee shall not, in any way cover or obstruct any lights, sky lights, windows or other means of illumination of the Common Areas or of the Building generally.

20.12. The Lessee shall not litter any part of the common areas or any public footpath or way immediately adjoining the Demised Premises, and further shall not place any article, or other like things upon the sill, ledge in any part of the Demised Premises or the common areas.

20.13 The Lessor represents and warrants that it is fully authorized to enter into this transaction and the execution of this Deed constitutes legal and valid obligation on the part of the Lessee and that all resolutions, filings, consents, declarations and statements as may be necessary in law or otherwise to be made or obtained by the Lessee have duly passed made and /or obtained.

20.14 The Lessor further represents that it holds valid and marketable title to the Demised Premises and the Said Land.

■/s/KM      /s/PM  
Lessor's initial      Lessee's initial

20.15 The Lessor shall at all times during the Lease Term, keep the Building and all its belongings in the Building and the Demised Premises insured against third party claims. The Lessor shall furnish a certificate certifying proof as evidence of the premium paid by it to the Lessee. The Lessor confirms and warrants that the following approvals for the building are available as at the date of this Lease Deed:

NOC of Fire & Rescue services

NOC of Traffic Police

NOC of ELCOT

TNPCB – Water & Air

Lift License

CEIG clearance

Planning Permit

Environmental Clearance certificate

Fire Compliance Report

Completion Certificate

21. **Force Majeure**

If at any time during the Lease Term the Demised Premises or any part thereof are damaged or destroyed due to a Force Majeure Event so as to make the Demised Premises or part thereof unfit for use for a period of more than 3 (three) months then in that event either Party shall have an option to forthwith terminate this Deed by giving a written notice of 30 (thirty) days.

22. **Termination**

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

22.1. This Deed with respect to the Demised Premises shall be terminated by efflux of time on the expiry of the Initial Term in the event the Lessee does not exercise its option of terminating this Deed in terms of this Deed then upon expiry of the Renewal Term.

22.2. Without prejudice to any other term of this Deed or any other right or remedy available to the Lessor in contract, equity or law, in the event, the Lessee terminates this Deed during the Lock-in-Period, for any reason whatsoever or if the Lessor is forced to terminate this Deed during the Lock-in Period on account of a breach by the Lessee of any of its obligations under this Deed the Lessee shall be obliged to pay to the Lessor, the whole of the Lease Rent payable by the Lessee to the Lessor for the balance unexpired Lock-in-Period in terms of this Deed.

22.3. It is hereby expressly and specifically agreed and understood by and between the Parties hereto that the Lessor shall, at its sole discretion, be entitled to revoke and determine this Deed at any time during the Lease Term (including the Lock-in Period) in any of the eventualities mentioned hereunder;

22.4. The Lessor shall be entitled to terminate this Lease Deed in the following circumstances:

22.4.1. In the event that the Lessee uses the Demised Premises for purposes other than its Permitted Use; or

22.4.2. In case the Lessee commits a material default of its obligations or fails to honour any of its monetary obligation outstanding and due to the Lessor as contained herein and the Lessee fails to rectify the defaults within the maximum period of 15(fifteen) days after having served the notice given to this effect by the Lessor to the Lessee; or

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

22.4.3. In the event of any license, permission or registration if required to be obtained by the Lessee is not obtained or the same is subsequently withdrawn, cancelled, or nullified for a period of 6 (six) months subject to a 3 (three) month notice period; or

22.4.4. If the Lessee is adjudicated bankrupt, declared insolvent, or a court appoints a receiver for any property or part thereof owned or possessed by the Lessee, or makes a general assignment for the benefit of creditors, or a resolution is passed to wind-up, or suffers the filing of a voluntary or involuntary bankruptcy petition which may not be dismissed within a period of 30 (thirty) days after filing the petition then it shall be an automatic termination; or

22.5. If at any time during the Lease Term it becomes illegal to continue to lease the premises in the Building due to any supervening extraordinary event arising on account of reasons beyond the control of the Lessor (not arising as a result of any default by the Lessor). If such event occur during the Initial Term, then Lessee shall not be liable to honor the Lease Rent payable for the balance unexpired Lock-in-Period

### 23. **Consequences of Termination**

23.1. It is agreed that on termination or sooner determination of this Deed the Lessee shall forthwith remove itself and its agents, employees and other staff members and all its furniture, fixtures, articles and belongings from the Demised Premises and shall handover quiet, vacant and peaceful possession/charge of the Demised Premises in Warm Shell condition to the Lessor, (normal wear and tear excepted) as mentioned in Annexure B. The Lessee shall be solely responsible for the payments / charges of all outgoings for consumption of utilities/facilities in respect of the Demised Premises or reimburse to the

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

Lessor if there is any damage to the Demised Premises done during the duration of the Lease Term.

23.2. Except for the cases falling within the ambit of clause 22.6 of this Deed, in the event the Lessee communicates in writing to the Lessor its intention to terminate this Deed prior to the expiry of the Lock-in-Period or the Lessor terminates this Deed on account of an event of default on the part of the Lessee in accordance with the provisions of this Deed, then the Lessee shall be bound and liable to pay to the Lessor the entire amount of Lease Rent for the unexpired period of the Lock-in-Period. If such Lease Rent is not paid by the Lessee in respect of the unexpired Lock-in period, then the Lessor shall be entitled to forfeit such amount of the Interest Free Security Deposit as is proportionate to the unexpired Lock-in Period.

23.3. In the event of termination of the Lease and if the Lessee fails to hand over vacant charge of the Demised Premises to the Lessor in spite of the fact that the Lessor is ready and willing to hand over the Interest Free Security Deposit amount after deductions, if any, then in such an event without prejudice to the other rights and remedies available to the Lessor the Lessee shall pay to the Lessor, compensation equivalent to 5 (five) times the Lease Rent in respect of the Demised Premises for every day of such delay/ default for the first 15 (fifteen) days from the date of expiry or earlier termination. In the event that such delay/ default continues beyond 15 (fifteen) days from the date of expiry or termination, provided that the Lessor continues to be ready and willing to refund the Interest Free Security Deposit as agreed, the Lessee shall be liable to pay as Lease Rents, an amount equivalent to 5 (five) times the last paid Lease Rent in respect of the Demised Premises for every day of such delay/ default, as and by way of pre-determined liquidated damages that will be caused to the Lessor and the same is agreed as liquidated damages and not penalty. The Lessee agrees that it shall not at any time dispute or object the quantum of damages mentioned above. Such compensation will be computed at the aforesaid rate for the period of delay.

23.4. Without prejudice to what is stated hereinabove, if the Lessee fails to vacate and remove itself and its belongings on the date of termination or expiry of this Lease, then thereafter the Lessor shall be entitled to prevent access to the Lessee, its employees and third parties

■/s/KM      /s/PM

Lessor's initial      Lessee's initial



claiming through the Lessee into the Demised Premises and the Lessor is authorized to remove the belongings of the Lessee from the Demised Premises and store the same at a warehouse at the entire risk and cost of the Lessee. This authority is retained by the Lessor and expressly agreed to by the Lessee. This authority is irrevocable and constitutes the basis for this Deed and the Lessee shall not be entitled to dispute, challenge or call into question the validity or reasonableness of this provision.

23.5. The Lessee agrees and confirms that if the Demised Premises is destroyed or damaged solely on account of any gross negligence on the part of the Lessee, then in that event, this Deed shall not come to an end and the Lessee shall be bound and liable to pay the Lease Rent and/or compensation to the Lessor and the Lessee shall at its own cost and expense restore the Demised Premises which are so destroyed in the same good order and condition as they were at the time of entering into this Deed.

24. **Agreed Rate of Interest**

Should any amount ("**the principal amount**") become payable by the Lessee to the Lessor under this Deed or under law, then the same shall be paid forthwith i.e. on the Due Date, however if there be a delay in payment of the principal amount on the Due Date, then the Lessee shall pay interest on the principal amount at the rate of 18% per annum from the Due Date to the actual date of payment. It is hereby clarified that the provision of interest is additional and does not prejudice the substantive right and recourse available to the Lessor under the Deed or in law in the event of failure on the part of the Lessee to pay it's due to the Lessor.

25. **General Indemnity**

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

25.1. Lessee's Indemnity

The Lessee shall indemnify and keep indemnified the Lessor against

25.1.1. Any direct consequence that may arise or action that may be taken against the Lessor for any loss or damage, suffered by the Lessor on account of any breach of the terms of this Deed or statement, warranty, representation, covenant or undertaking made and given by the Lessee which is found untrue or un-complied at the concerned time.

25.1.2. All costs and expenses (including legal costs and fees) incurred by the Lessor in enforcing or attempting to enforce its rights under this Deed against the Lessee.

25.1.3. Against any loss or damage that the Lessor may suffer or incur in the event of the Demised Premises or Building being destroyed or damaged (whether partially or entirely) on account of any act of omission or commission on the part of the Lessee, its Affiliates, employees, representatives, invitees and servants.

25.1.4. Against any loss or damage that the Lessor may suffer or incur in the event of breach of Fit-Out Guidelines.

25.1.5. Against any claim, payment or penalty that may be suffered by the Lessor on account of non-payment dues of electricity or water by Lessee or for the deposits thereof.

**5.2 Lessor's Indemnity**

Lessor shall indemnify Lessee for any direct loss or damage, actually suffered by the Lessee on account of any material breach of the terms of this Deed or warranty,

■/s/KM      /s/PM  
Lessor's initial    Lessee's initial

representation made and given by the Lessor which affects the Lessee's right to continue with the occupation of the Demised Premises.

**26. Miscellaneous**

26.1. The original key to main entrance door of the Demised Premises shall always remain with the Lessee. However, a set of duplicate keys shall be handed over to the Lessor for its convenience. The Lessee shall not change the main lock without obtaining the previous consent in writing of the Lessor. In case the Lessee changes the main lock, then in that event, the Lessee shall hand over to the Lessor the original key of the lock and the duplicate thereof shall be retained by the Lessee. The security of all the furniture, fixtures, fittings and equipment's in the Demised Premises shall be the sole responsibility of the Lessee and the Lessor shall never be held liable for any damage, loss, etc. except where such loss, damage is on account of willful default and/or gross negligence by the Lessor. The Lessee shall take the necessary third-party insurance in respect of the aforesaid.

26.2. The Lessor shall have the right to sell, transfer, mortgage or charge the Demised Premises during the continuance of this Deed to or in favour of any person or party and such sale, transfer, mortgage or charge shall be subject to the terms of this Deed and shall be so confirmed by such transferee, mortgagee or charge in writing.

26.3. It is further agreed by and between the parties hereto that if there is any change in law governing the Demised Premises by way of any act, order, notification and/or ordinance wherein the Lessee whereby any superior right is given to the Lessee then in that event, a day prior to such act, order notification and/or ordinance, the tenancy (deemed or otherwise) shall come to an end. Thereafter the parties shall make every effort to meet and resolve the issue in the best possible manner in absolute good faith within a period of 30 (thirty) days during which period the Lessee may continue to occupy the Demised Premises on payment of the requisite fees. In the event the Parties are unable to reach a solution in respect of such an issue, this Deed shall thereafter stand terminated. Further, the Lessee hereby confirms and declares that it shall not claim any such rights, benefits or interests,

■/s/KM      /s/PM  
Lessor's initial      Lessee's initial

irrespective of statutory provisions and the Lessee hereby gives its waiver / relinquishment in this regard.

- 26.4. If any differences arise between the parties on areas, handover conditions, repairs during the entire term then the same shall be referred to the joint inspection of each party's Architects whose decision in the matter will be final and binding on the parties.
- 26.5. No modification, amendment or waiver of any of the provisions of this Deed shall be effective unless made in writing specifically referring to this Deed and duly signed by each of the Parties.
- 26.6. If any part of this Deed is determined by a court or arbitral tribunal to be invalid or unenforceable, the remaining part of this Deed will not be affected, impaired or invalidated, but will continue to bind the Parties. The invalid or unenforceable part of this Deed shall be treated as if it had been modified to comply with applicable law and the Parties shall thereupon negotiate to agree on a mutually satisfactory provision to substitute the provision found to be invalid or unenforceable.
- 26.7. The terms and conditions of this Deed and all other information will be kept confidential by both Parties, their respective agents, employees and representatives and will not be disclosed in any manner whatsoever, in whole or in part, to any third party irrespective of the continuity hereof except to the extent such disclosure is required by law.
- 26.8. Notices or other communication required or permitted to be given or made hereunder shall be in writing and delivered personally or by registered post or by courier service to the intended recipient at its address set forth below or to such other address as any Party may from time to time notify to the others:

**For the Lessor:** As set out in **Item 19** of **Schedule II**

**For the Lessee:** As set out in **Item 20** of **Schedule II**

■/s/KM      /s/PM  
Lessor's initial      Lessee's initial

Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been served, if given by hand delivery or Registered Post, on the next following working day in the place of receipt or, if given or made by registered post 7 (seven) days after posting and if given by e-mail then on the same day. In proving the same, it shall be sufficient to show, in the case of a letter, that the envelope containing the letter was correctly addressed and handed over by personal delivery or by courier service.

26.9. In the event of any dispute between the Lessor and the Lessee, the same shall be referred to and settled through arbitration by a sole arbitrator to be appointed jointly by both Parties. The decision of the arbitrators shall be final and binding upon the Parties. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The arbitration shall be held at Chennai. It is clarified that notwithstanding that this Deed shall come to an end on the expiration of the term thereof by efflux of time or on the sooner revocation and determination thereof under any of the terms and provisions herein contained, the Deed to refer all disputes and differences to arbitration contained in this Clause shall continue to apply to and govern all and any disputes and differences referred to above that may arise on account of or consequent/subsequent to the expiration or such sooner revocation and determination of this Deed. Further on commencement of such arbitration proceedings the Parties shall continue to comply with their rights and obligations, including the obligation of the Lessee to pay the Lease Rent and the rights of the Parties with regard to termination of this Deed, during such period as the arbitration proceedings may continue. The cost of the arbitration will be initially paid by the Parties hereto in equal shares; the arbitrator shall be entitled to determine by the Award as to who will finally bear the costs and in what proportion. If the sole arbitrator appointed by the Parties refuses to act or is incapable of acting, then the Parties shall jointly appoint a new arbitrator; the substituted arbitrator will have like powers to act in the reference and make an Award as if he/she had been appointed in accordance with the terms of this Deed.

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

26.10. This Deed will be governed by the laws of India. The courts stipulated in Item 26 of Schedule II, India shall for the purpose of this Deed be deemed the courts of competent jurisdiction.

26.11. This Deed and other Deeds and instruments delivered in connection herewith constitute the entire Deed between the Parties hereto with respect to the subject matter of this Deed and supersedes all prior Deeds and undertakings, both written and oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

26.12. In the event any accident occurs in the Demised Premises whereby any of its employees, customers, clients or any other persons visiting the Demised Premises are injured and/or leads to their death, the Lessor shall not be responsible or liable under any civil or criminal law or third party claims for the same provided the same is not caused due to any act/s, omission/s or commission/s of the Lessor or any one claiming through it.

26.13. No waiver of any provision of this Deed or consent to any departure from it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates as a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct.

26.14. In case of any inconsistency between the provisions of this Deed, the House Rules and/or the Fit out Guidelines, the provisions of this Deed shall prevail.

26.15. The Parties hereto shall bear their own costs and expenses for the investigations, negotiations and examinations contemplated by this transaction, including costs of their respective accountants, attorneys.

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

26.16. The stamp duty and registration charges and related costs, charges or expenses on or in relation to all documentation in respect of this Deed or otherwise pertaining thereto shall be borne and paid by the Lessee alone.

**THE SCHEDULE I**

**Said Land**

All that piece and parcel of land bearing Survey Nos. 36/17 A, 227/1 A, 227/ 1B, 227/ 2A 1, 227/2A 2,228/1A 1C Perungudi Village, admeasuring, 12.52 acres, bearing Plot No. 40, MGR Nedunchalai South (Veeranam Road South), Kandanchavadi, Chennai – 600 096, within the registration district – Chennai South and registration at sub-district of Neelankarai, Chennai bounded on all four sides as follows:

To the East: MGR Salai (Veeranam Road)

To the West: Monitoring Station

To the North: RMZ Millenia Building

To the South: Anna Nedunchalai

**THE SCHEDULE II ABOVE REFERRED TO**

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

Item No.	Particulars	Terms and Conditions
1.	Particulars of Lessee	Name: Freshworks Technologies Pvt Ltd Registered Office: Global Infocity Park, Block-B, 1st Floor, No.40, MGR Salai, Kandanchavadi, Perungudi, Chennai - 600096
2.	Building	Block B, Global Infocity Park, Chennai. Constructed on schedule I land.
3.	Demised Premises	Module 1,2,3 & 4 of Ground Floor, Block C.
4.	Purpose/Permitted Use	IT / ITES
5.	Lease Commencement Date	01/07/2025
6.	Initial Term	5 Years
7.	Renewal Term	1 Term of 4 Years
8.	Chargeable Area	47,125 Sf
9.	Warm Shell Rental Escalation Date	01/07/2028 Rent escalation will be 15% after every 3 years from the Lease Commencement Date on the Warm Shell Rent
10.	Fit-Out Period	1 month from Lease Commencement Date to Rent Commencement Date.

■/s/KM      /s/PM

Lessor's initial      Lessee's initial



11.	Interest Free Security Deposit	<p>At all times the interest free refundable security deposit shall be equivalent to 6(Six) months of warm shell Lease Rent.</p> <p><b>The chart detailing the IFSD to be paid is as mentioned below:-</b></p> <table><tr><th>Date</th><th>Existing IFSD (Lease Deed dated: April 30,2022)</th><th>Balance IFSD to be paid</th><th>Cumulative IFSD</th></tr><tr><td>15-10-2024</td><td>Rs.2,62,60,295/-</td><td>Rs. 1,08,30,253/-</td><td>Rs. 3,70,90,548/-</td></tr><tr><td>15-10-2027</td><td>Rs. 3,70,90,548/-</td><td>Rs. 55,63,582.20</td><td>Rs. 4,26,54,130/-</td></tr></table> <p>The Interest Free Security Deposit shall be paid on or before respective Dates as mentioned above.</p>	Date	Existing IFSD (Lease Deed dated: April 30,2022)	Balance IFSD to be paid	Cumulative IFSD	15-10-2024	Rs.2,62,60,295/-	Rs. 1,08,30,253/-	Rs. 3,70,90,548/-	15-10-2027	Rs. 3,70,90,548/-	Rs. 55,63,582.20	Rs. 4,26,54,130/-
Date	Existing IFSD (Lease Deed dated: April 30,2022)	Balance IFSD to be paid	Cumulative IFSD											
15-10-2024	Rs.2,62,60,295/-	Rs. 1,08,30,253/-	Rs. 3,70,90,548/-											
15-10-2027	Rs. 3,70,90,548/-	Rs. 55,63,582.20	Rs. 4,26,54,130/-											
12.	Escalation of Interest Free Security Deposit	The Interest Free Security Deposit will escalate in line with escalations in Warm Shell Rent.												
13.	Warm Shell Lease Rent Schedule	The Lease Rent for the Lease Term of the Ground Floor of Block C shall be Rs.99/sq.ft./month Rent Per Month : INR 46,65,375/- (Rupees Forty Six Lakhs Sixty Five Thousand Three Hundred and Seventy Five Only)												
14.	Lease Rent Commencement Date	August 01, 2025												
15.	Lease Rent Free Period	1(One) Month from Lease Commencement Date to Rent Commencement Date												

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

16.	Lock-in Period	3 years (Excluding 6 months' notice period)							
17.	Parking Spaces and Fees	Four-Wheeler: 47 (Covered) Fees : INR 1,150/- per slot per month							
18.	Additional Parking Facility Costs	Four Wheeler: INR 5,000/- per slot per month Two Wheeler: INR 287.50/- per slot per month.							
19.	Address for giving notice to Lessor	No.40, MGR Salai, Kandanchavadi, Perungudi, Chennai-600096							
20.	Address for giving notice to Lessee	1st Floor, Block - B, Global Infocity Park, No.40, MGR Salai, Kandanchavadi, Perungudi, Chennai - 600096							
21.	Court of Competent Jurisdiction	Chennai							
22.	Due Dates	<table><tr><th>Due</th><th>Payment Timeline</th></tr><tr><td>Warm Shell Lease Rent</td><td>In Advance by the 7th Calendar Day of each month.</td></tr><tr><td>Parking Charges ( If Applicable )</td><td>In <u>Advance</u> by the 7th <u>Calendar day</u> of each month.</td></tr></table>		Due	Payment Timeline	Warm Shell Lease Rent	In Advance by the 7th Calendar Day of each month.	Parking Charges ( If Applicable )	In <u>Advance</u> by the 7th <u>Calendar day</u> of each month.
Due	Payment Timeline								
Warm Shell Lease Rent	In Advance by the 7th Calendar Day of each month.								
Parking Charges ( If Applicable )	In <u>Advance</u> by the 7th <u>Calendar day</u> of each month.								
23.	Penalties on delayed Payments	<p>Warm Shell Rent and any other dues payable by the Lessee to the Lessor shall be paid forthwith i.e. on the Due Date. However if there be a delay in payment of the principal amount on the Due Date, then the Lessee shall pay interest on the principal amount at the rate of 1.5% per month from the Due Date to the actual date of payment.</p> <p>If total dues exceed 50% of the total security deposit paid, the Lessor shall have the sole discretion to disconnect power to the Demised Premises.</p> <p>If total dues exceed 100% of the total security deposit paid, the Lessor shall have the sole discretion to terminate the Lease Agreement.</p>							

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

**IN WITNESSETH WHEREOF** the Parties have hereunto and on the duplicate hereof set affixed their respective hand at the day and year first hereinabove written.

For LESSOR                      For LESSEE  
AIROLI ITP Development Private Limited                      Freshworks Technologies Pvt Ltd.

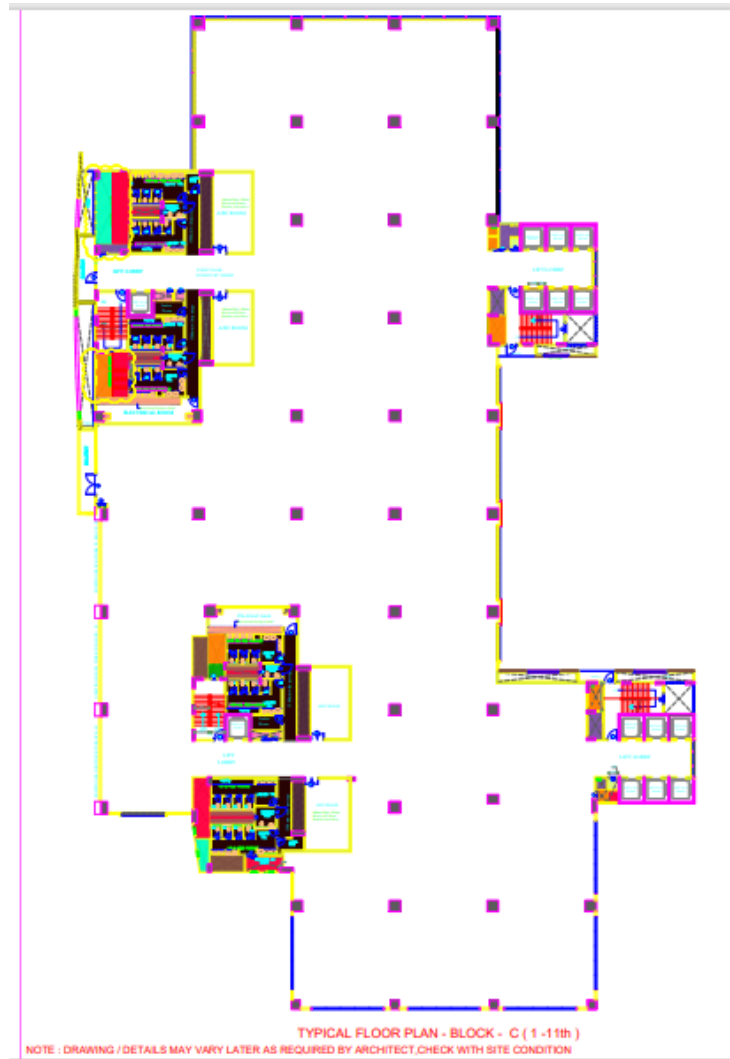
AUTHORISED SIGNATORY                      AUTHORISED SIGNATORY  
Name : **K.M Mohan**                      Name: Pranav Mehra

**WITNESS**  
1. Name :                      1. Name :  
2. Address:                      2. Address:  
3. Signature                      3. Signature

■/s/KM                      /s/PM  
Lessor’s initial                      Lessee’s initial

## Annexure A

(Plan of the Demised Premises – Block C)



■/s/KM      /s/PM  
 Lessor's initial      Lessee's initial

**Annexure B – Scope of work (Lessor and Lessee)**  
**LESSOR'S SCOPE OF WORK - WARM SHELL SPECIFICATIONS – PART A**

**A. CIVIL**

1. Bare cement plastered shell in office area with up to 50mm screeding.

**B. ELECTRICAL**

1. Lessor shall provide raw power of 1KVA for every 100 Sft of Leased Space inclusive of air conditioning high side equipment's.
2. Diesel generator sets of equivalent capacity shall be provided to generate 100 % power back up.
3. All cable and bus ducts shall be terminated at the rising mains.
4. Tap-off points for further downstream distribution by the occupant.
5. Installing, maintenance and necessary replacements of calibrated energy meters.

**C. HEAT VENTILATION AND AIR CONDITIONING**

1. Common chillers will be provided to cater to air-conditioned office area load @ 275 sft / TR. Chilled water pipes will be connected to the AHU's.
2. Dedicated AHU's will be provided whose ducts will be connected to the heat recovery wheels.
3. Common fresh air ducting shall be provided in the shafts with collars towards the toilets.
4. Installing, maintenance and necessary replacements calibrated BTU meters with necessary valve packages.

**D. FIRE PROTECTION SYSTEM**

1. Sprinkler piping shall be terminated at the rising mains. Upright and pendant sprinklers shall be provided in the Demised Premises.
2. Hydrant shall be provided with hose reel and hydrant valve in every lift lobby.

**E. OTHER INFRASTRUCTURE**

1. Common shafts are provided for networking and IBMS, with doors for access.

■/s/KM      /s/PM  
Lessor's initial      Lessee's initial

2. External cable ducts are provided from the main gate to the basements, for the ISP service provider to route the cable up to the point of service.
3. Designated locations have been identified for locating outdoor HVAC units (Split and precision)
4. Common food court with vegetarian and non-vegetarian service providers.
5. Common lifts.

#### **LESSEE'S SCOPE OF WORK - FITOUT SPECIFICATIONS – PART B**

##### **A. CIVIL**

1. All interior work inside the office space.
2. Finished toilets.
3. Brick Partitions within the premises if required by Lessee.

##### **B. ELECTRICAL**

1. Internal Electrical cabling for office space.
2. Infrastructure improvements to meet Tenant's power enhancement needs.

##### **C. HEAT VENTILATION AND AIR CONDITIONING**

1. Internal air condition ducting and connecting the ducts to the mouth of the AHU.
2. Infrastructure improvements to meet Tenant's air-con enhancement needs for the lab area.
3. Installation of indoor and outdoor units of package/ split/ ductable AC's with necessary platform in ODU shaft and connecting their drain at respective floor.

##### **D. FIRE PROTECTION SYSTEM**

1. Smoke detectors and alarm system in the office area with connection to the IBMS.
2. Integration of Tenant's FAS with base building system.

##### **F. PLUMBING INFRASTRUCTURE**

1. Waterproofing test of wet areas and connecting of drain to the waste line of toilet at                      respective floor if the Lessee chooses to have a wet pantry.

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

■/s/KM      /s/PM  
Lessor's initial      Lessee's initial

# Annexure "C"



(Plan indicating car parking spaces)

## Basement - 3

■/s/KM      /s/PM  
 Lessor's initial      Lessee's initial



## Annexure “D”

### ***(Building Specifications)***

**Total Leasable Area: 8,38,573 sq.ft.**

**Number of Basement Levels: 3**

**Number of Floors: Ground + 13 Upper Floors**

**Number of Modules per Floor: 4**

**Services:** Chiller based HVAC System + TNEB Grid Power / alternate source of power(s) + 100% DG Back-Up

■/s/KM      /s/PM

Lessor's initial      Lessee's initial

**Non-Employee Director Compensation Program**

The board of directors of Freshworks Inc. (referred to collectively herein as the “Company”, “our”, and “we”) adopted an amended and restated non-employee director compensation program, effective on January 1, 2025, pursuant to which each of our directors who is not an employee or consultant of our Company (each, an “eligible director”) will be eligible to receive compensation for service on our board of directors and committees of our board of directors.

Each eligible director will receive an annual cash retainer of \$35,000 for serving on our board of directors, and the lead independent director of the board of directors will receive an additional annual cash retainer of \$20,000 for his or her service. The chair of the audit committee of our board of directors (the “audit committee”) will be entitled to an additional annual cash retainer of \$20,000, the chair of the compensation committee of our board of directors (the “compensation committee”) will be entitled to an additional annual cash retainer of \$15,000 and the chair of the nominating and corporate governance committee of our board of directors (the “nominating and corporate governance committee”) will be entitled to an additional annual cash retainer of \$9,000. The members of the audit committee will be entitled to an additional annual cash retainer of \$10,000, the members of the compensation committee will be entitled to an additional annual cash retainer of \$7,500 and the members of the nominating and corporate governance committee will be entitled to an additional annual cash retainer of \$4,000; however, in each case such cash retainer is payable only to members who are not the chair of such committee. All annual cash compensation amounts will be payable in equal quarterly installments, in arrears, on or after the last day of each fiscal quarter in which the service occurred.

Each non-employee director may elect to receive fully vested shares of our Class A common stock in lieu of his or her annual cash retainer. Such shares are issued on a quarterly basis, in arrears, and the number of such shares is calculated by dividing (1) the aggregate amount of cash compensation otherwise payable to such director by (2) the average closing price of our Class A common stock over the 30 consecutive

trading days immediately preceding the grant date (the “Conversion Price”), rounded down to the nearest whole share.

Each new eligible director who joins our board of directors after this offering will be granted restricted stock units with an aggregate value of \$400,000 under our 2021 Equity Incentive Plan (the “2021 Plan”). The number of such restricted stock units will be calculated by dividing \$400,000 by the Conversion Price, rounded down to the nearest whole share. The restricted stock units will be granted on the next established grant date following the date the new eligible director joins our board of directors and will vest annually over a three-year period, subject to continued service as a director through each such vesting date.

On the next established grant date after each annual meeting of our stockholders, each eligible director who continues to serve as a director of our Company following the annual stockholder meeting will be granted restricted stock units with an aggregate value of \$200,000 under our 2021 Plan. The number of such restricted stock units will be calculated by dividing \$200,000 by the Conversion Price, rounded down to the nearest whole share. The restricted stock units shall vest in full on the first anniversary of the grant date; provided, however, that in the event a director is up for re-election at an annual meeting of stockholders and is not elected to continue serving as a member of the board of directors at such annual meeting of stockholders, the restricted stock units shall be deemed fully vested on that annual meeting date.

In addition, we will reimburse eligible directors for ordinary, necessary and reasonable out-of-pocket travel expenses to cover in-person attendance at and participation in board of directors and committee meetings.

**FRESHWORKS INC.**  
**INSIDER TRADING POLICY**

(Adopted August 5, 2021; Effective on September 21, 2021)  
(amended on October 23, 2024)

The Board of Directors (the “**Board**”) of Freshworks Inc., a Delaware corporation (“**Freshworks**”), has adopted this Insider Trading Policy (this “**Policy**”) regarding trading in securities by officers, directors, employees and other related individuals of Freshworks and its subsidiaries (collectively, the “**Company**”).

**A. WHY DO WE HAVE THIS POLICY?**

In the course of your relationship with the Company, you, our officers, directors, employees and other related individuals, may receive confidential information regarding many aspects of our business or about other publicly-traded companies. Under federal and state securities laws, it is illegal to trade in the securities of a company while in possession of material nonpublic information about that company. Thus, because you will have knowledge of specific confidential information that is not yet publicly available and which will constitute material nonpublic information, your trading in our securities (or securities of other publicly-traded companies about which you have confidential information) could constitute “insider trading” and violate the law, as could “tipping” (giving material nonpublic information to) others who then trade on the basis of that information. The consequences of insider trading or the tipping of material nonpublic information can be severe. In fact, the person violating the laws, as well as the Company and our individual directors, officers and other supervisory personnel, may be subject to criminal and civil lawsuits and financial penalties in connection with a violation of the insider trading laws.

Nonpublic information about the Company is subject to your Employee Confidential Information and Invention Assignment Agreement with the Company and is not to be used or disclosed outside of the Company or to others within the Company, except as necessary to perform your job duties. Unauthorized disclosure or use of nonpublic information, including misuse in securities trading, will subject you to disciplinary action, up to and including termination of employment. We have adopted this Policy to help you comply with the laws governing (i) trading in our common stock while in possession of material nonpublic information concerning the Company and (ii) tipping or disclosing material nonpublic information to outsiders, as well as to prevent the appearance of improper trading or tipping. We reserve the right to prohibit any transaction from being completed to enforce compliance with this Policy.

**B. WHAT IS OUR POLICY ON INSIDER TRADING?**

**Do not trade on material nonpublic information**

Whether or not the trading window (as described below) is open and except as discussed in the section titled “*Are there any exceptions to this Policy?*” below, you may not, directly or indirectly through others, engage in any transaction involving our securities *while you are aware of* material nonpublic information about the Company. It is not an excuse that you did not “use” the information in deciding whether or not to engage in the transaction. In addition, it does not matter that there is an independent, justifiable reason for a purchase or sale; if you have material nonpublic information, the prohibition still applies.

Similarly, you may not engage in transactions involving the securities of any other company (including but not limited to a customer, supplier, or an economically-linked company, such as a competitor of the Company) if you are aware of material nonpublic information about that company. For example, you may be involved in a proposed transaction involving a prospective business relationship or transaction with another company. If information about that transaction constitutes material nonpublic information for that other company (or a company that is economically linked to that other company or to the Company), you are prohibited from engaging in transactions involving the securities of such other company. It is important to note that “materiality” is different for different companies. Information that is not material to the Company may be material to another company.

#### **Do not disclose material nonpublic information**

You may not disclose material nonpublic information concerning the Company or any other company to friends, family members or any other person or entity not authorized to receive such information, except directly to the Securities and Exchange Commission (the “SEC”) in compliance with our Whistleblower Policy. Any nonpublic information you acquire in the course of your service with the Company may only be used for legitimate business purposes of the Company. In addition, you are required to handle the nonpublic information of others in accordance with the terms of any relevant nondisclosure agreements, including your Employee Confidential Information and Invention Assignment Agreement with the Company, and to limit your use of the nonpublic information to the purpose for which it was disclosed.

Even if you are not directly disclosing material nonpublic information, you may not make recommendations or express opinions about securities of another company, the Company or otherwise, based on material nonpublic information. In particular, you may not participate, in any manner other than passive observation, in any Internet “chat” room, message board or social media platform that is related to trading in our securities. You are prohibited from engaging in these actions whether or not you derive any profit or personal benefit from doing so. This also includes a prohibition on correcting any false rumor or mistruth about the Company on any online forums, unless you are an authorized spokesperson for the Company who is authorized to make such statement.

#### **Do not tip information to others or trade on tipped information**

You may not disclose any material non-public information to others, including your family members, friends, or social acquaintances. **This prohibition applies whether or not you receive any benefit from the other person’s use of that information.** The SEC has imposed large penalties even when the disclosing person did not profit from the trading. In addition, you may not (a) trade in the securities of any other public company while possessing material nonpublic information concerning that company, (b) “tip” or disclose material nonpublic information concerning any other public company to anyone, or (c) give trading advice of any kind to anyone concerning any other public company while possessing material nonpublic information about that company.

#### **Do not respond to outside inquiries for information**

In the event you receive an inquiry for information from someone outside of the Company, such as a stock analyst or an “investor research firm”, you should refer the inquiry to our Chief Legal Officer, or if our Chief Legal Officer is unavailable, our Chief Financial Officer (each, a “**Compliance Officer**”). You should know that third parties are known to contact employees of companies to obtain information

about the company under false pretexts. Responding to a request yourself is a violation of this Policy and, in some circumstances, may be a violation of the law.

### **Take personal responsibility and avoid inadvertent disclosure**

To provide more effective protection against the inadvertent disclosure of material non-public information about the Company or the companies with which it does business, the Company has adopted the following guidelines in addition to the prohibitions listed above. These guidelines are not intended to be exhaustive. Additional measures to secure the confidentiality of information should be undertaken as deemed necessary under the circumstances. If you have any doubt as to your responsibilities with respect to confidential information, please seek clarification and guidance from a Compliance Officer before you act. Do not try to resolve any uncertainties on your own.

The following guidelines establish procedures with which all personnel (including employees, members of the Company's Board of Directors, officers, contractors, consultants and other persons associated with the Company) should comply in order to maximize the security of confidential information of the Company and the companies with which it does business:

- (a) Do not discuss any matter of the Company or companies with which it does business in public places, such as elevators, hallways, restrooms or eating facilities, where conversations might be overheard.
- (b) Use passwords to restrict access to the information on computers.
- (c) Limit access to particular physical areas where material non-public information is likely to be documented or discussed.
- (d) Maintain records in accordance with the Company's document retention policy, as applicable.
- (e) Do not engage in outside business and consulting activities where you may potentially disclose non-public information about the Company or the companies with which it does business; participation in "expert networks" or other paid or unpaid industry or investor consulting businesses in violation of this policy and the Company's Code of Business Conduct & Ethics (including the Company's policies relating to conflicts of interest) is prohibited.

The ultimate responsibility for complying with this Policy and applicable laws rests with you. As we request you do in all aspects of your work with the Company, please use your best judgment at all times and consult with a Compliance Officer and/or your legal and financial advisors, in confidence, if you have questions.

### **C. WHO DOES THIS POLICY APPLY TO?**

This Policy applies to all directors, officers, employees and agents (such as consultants and independent contractors) of the Company upon the commencement of their relationship with the Company.

References in this Policy to "**you**" (as well as general references to directors, officers, employees and agents of the Company) should also be understood to include, to the extent applicable, members of your immediate family, persons with whom you share a household, your dependents, any other

individuals whose transactions in securities you influence, direct or control and any entities controlled by you or any of such persons (including, for example, a venture or investment fund, if you control transactions by the fund). The Company will hold you responsible for the conduct of your immediate family and any entities under your control and you are responsible for making sure that these individuals and entities comply with this Policy.

You are expected to comply with this Policy as long as you hold our securities or possess any material nonpublic information about the Company. This means that, even after you cease to be affiliated with the Company, you must continue to abide by the applicable trading restrictions until you no longer have material nonpublic information. *In addition, if you are subject to a trading blackout under this Policy at the time you cease to be affiliated with the Company, you are expected to abide by the applicable trading restrictions until the later of (i) the end of the relevant blackout period or (ii) the date on which any material non-public information concerning the Company that you possess is publicly released or is no longer "material".* As a reminder, regardless of your compliance with this Policy, you are personally liable for insider trading, and you may be subject to criminal and civil lawsuits and financial penalties in connection with a violation of the insider trading laws.

#### **D. WHAT TYPES OF TRANSACTIONS ARE COVERED BY THIS POLICY?**

This Policy applies to all transactions involving our securities, as well as derivative securities not issued by the Company, such as exchange-traded put or call options or swaps relating to our securities. This Policy therefore applies to purchases, sales, gifts, and other transfers of our common or preferred stock, options, warrants, debt securities and other securities (including distributions of securities by a venture or other investment fund to its constituent equity holders). This Policy also applies to any arrangements that affect economic exposure to changes in the prices of these securities. The Company has determined that there is a substantial likelihood for the appearance of improper conduct by Company personnel when they engage in short-term or speculative securities transactions. These arrangements may include, among other things, transactions in derivative securities (such as exchange-traded put or call options), hedging transactions, short sales and certain decisions with respect to participation in benefit plans. This Policy also applies to any offers with respect to the transactions discussed above. Although there are limited exceptions to this Policy (described in "*Are there any exceptions to this Policy?*" below), please note that there are no exceptions from insider trading laws or this Policy based on the size of the transaction (*e.g.*, this policy applies whether a trade involves one or 10,000 shares of our common stock).

#### **Transactions that are Strictly Prohibited or Require Special Consideration**

1. **Short Sales.** You may not engage in short sales (i.e., the sale of a security that must be borrowed to make delivery) or "sell short against the box" (i.e., sell with a delayed delivery) if such sales involve our securities. Short sales may signal to the market possible bad news about the Company or a general lack of confidence in our prospects and an expectation that the value of our securities will decline. Any transactions whereby the person may benefit from a decline in the Company's stock price is prohibited.
2. **Derivative or Hedging Transactions.** You may not engage in derivative securities or purchase financial instruments (including prepaid variable forward contracts, equity swaps, collars, and exchange funds), or otherwise engage in transactions, that hedge or offset, or are designed to hedge or offset, any decrease in the market value of our securities. You may not trade in publicly traded options, such as puts and calls, and other derivative securities with respect to

our securities (other than stock options and other compensatory equity awards issued to you by the Company).

3. Collateral. You may not use our securities as collateral for loans. You may not pledge our securities as collateral for loans.
4. Margin Accounts. You may not hold our common stock in margin accounts because your broker may sell securities held in the margin account during a blackout period.
5. Open Orders. You should exercise caution when placing open orders, such as limit orders or stop orders, with brokers, particularly where the order is likely to remain outstanding for an extended period of time. Open orders may result in the execution of a trade during a blackout period, which may result in inadvertent insider trading in violation of this Policy.

From time to time, effective immediately upon notice or as otherwise provided by the Company, the Company may determine that other types of transactions other than as noted above, or all transactions by you or other selected persons in the Company's securities shall be prohibited or shall be permitted only with the prior written consent of a Compliance Officer.

#### **E. WHAT DOES "MATERIAL NONPUBLIC INFORMATION" MEAN?**

Information is "material" if a reasonable investor would consider it important in making a decision to buy, sell or retain our common stock. **Both positive and negative information may be material.**

Information is "nonpublic" until it has been widely disseminated by the Company to the public (through, for example, an SEC filing, or press release distributed through a widely disseminated news or wire service), and the public has had a chance to absorb and evaluate it, which should be at least one (1) full trading session on the Nasdaq Stock Market (or such other established stock exchange on which our common stock is then listed) after dissemination.

Examples of information that would normally be regarded as "material" include, but are not limited to, the following:

- financial information, including but not limited to, results, financial condition, projections or forecasts;
- changes in estimates of earnings or sales;
- known but unannounced earnings or losses;
- customer metrics, details of significant customer wins or pending or signed contracts, partnerships or business alliances;
- major marketing or pricing changes;
- the status of our progress toward achieving significant financial goals or strategic plans or deals;
- product road map details or the introduction of important products or services or major change in operations;



- significant corporate events, such as a pending or proposed acquisition, merger or divestiture;
- new equity or debt offerings, stock splits, public or private sales by the Company of securities or establishment of a repurchase program for the Company's securities or a dividend payment;
- positive or negative developments in outstanding litigation or regulatory matters;
- known but unannounced changes in senior management;
- accounting restatements;
- significant cybersecurity incidents or events; or
- impending bankruptcy.

Financial information is particularly sensitive. For example, nonpublic information about the results of our operations for even a portion of a quarter might be material in helping an analyst predict our results of operations for the quarter.

Information is "nonpublic" until it has been widely disseminated by the Company to the public market and the public has had a chance to absorb and evaluate it. Unless you have seen material information publicly disseminated through an official announcement by the Company, you should assume the information is nonpublic. Please note that if the information has only been posted to our website, it may not meet the "public dissemination" requirement. Because numbers, figures and company details change over time, even publicly available information should be validated and approved before further distribution or discussion.

When in doubt, you should assume that the information is both material and nonpublic. If you have any questions as to whether information should be considered material or nonpublic, please consult with a Compliance Officer.

#### **F. WHEN MAY I TRADE IN THE COMPANY'S COMMON STOCK?**

Even if you are not in possession of any material nonpublic information, you may only trade in our common stock if all of the following conditions have been met:

1. Open Trading Window. If you are subject to trading window blackouts, you may only engage in transactions involving our common stock during an open trading window. In addition to regular quarterly blackout periods, there may be additional blackout periods when appropriate due to certain events. We will notify you whenever a special blackout period goes into effect that applies to you. See "*When is our Blackout Period?*" below.
2. Pre-Clearance. Prior to any proposed trade by an individual listed on Schedule I hereto, such individual must obtain pre-clearance from the Stock Administration department by submitting the attached form). From time to time, a Compliance Officer may identify other persons who require pre-clearance on Schedule I hereto. A Compliance Officer may not engage in a transaction involving our common stock unless the other Compliance Officer has pre-cleared the transaction. The Compliance Officers are under no obligation to approve a transaction submitted for pre-clearance and may determine not to permit the transaction.

3. **10b5-1 Plan.** The SEC has enacted rules that provide an affirmative defense against alleged violations of U.S. federal insider trading laws for transactions made pursuant to trading plans that meet certain requirements, commonly referred to as “10b5-1 trading plans.” These trading plans must be entered into when you are not aware of material nonpublic information, meet the requirements set forth in Rule 10b5-1 of the Securities Exchange Act of 1934, as amended (“**Rule 10b5-1**”), and meet those specific requirements or guidelines established by the Company for such plans. Transactions made pursuant to a 10b5-1 trading plan are not subject to the restrictions in this Policy, even if you are aware of material nonpublic information at the time of the transaction or a blackout period is in effect.

Members of our Board of Directors, persons who are subject to the reporting provisions and trading restrictions of Section 16 of the Exchange Act (“**Section 16 Individuals**”), and other executive reports of the CEO are encouraged, should they wish to trade in our common stock, to do so via a 10b5-1 Plan that is pre-approved by and filed with a Compliance Officer, subject to such plan meeting those specific requirements or guidelines established by the Company for such plans. Each Section 16 Individual understands that the approval or adoption of a trading plan in no way reduces or eliminates such person’s obligations under Section 16 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), including such person’s disclosure and short-selling trading liabilities. If any questions arise, such person should consult with their own counsel in designing a trading program.

Anyone other than a Member of our Board of Directors, a Section 16 Individual, or executive reports of the CEO desiring to trade via such a plan may also do so, subject to such plan meeting any specific requirements or guidelines established by the Company for such plans. The Stock Administration department will be responsible for approving any trading plans for persons other than Section 16 Individuals and all trading plans must be conducted only through the Company’s designated execution broker and such plans shall be in writing on the form as provided by the Stock Administration department.

In addition, the Company may be aware of material non-public information (that the individual is unaware of) that may make it imprudent for the Company to approve the trading plan, or amendment thereto, at that time. The existence of the foregoing procedures does not in any way obligate the Company to approve any proposed trading plan. A Compliance Officer may reject any proposed trading plan at his or her sole reasonable discretion.

If you do not follow the above requirements, you may be subject to disciplinary action, up to and including termination of your relationship with the Company, as well as civil and criminal penalties as described in the section titled “*What are the consequences of Insider Trading?*” below.

#### **G. WHEN IS OUR BLACKOUT PERIOD?**

To limit the likelihood of trading at times when there is a significant risk of insider trading exposure, we have instituted quarterly trading blackout periods and may institute special trading blackout periods from time to time. Whether or not a blackout period is in effect, you must comply with this Policy and may not trade on the basis of material nonpublic information.

### Quarterly Blackout Periods

Except as discussed in the section titled *“Are there any exceptions to this Policy?”*, all directors, officers and employees of the Company are strictly prohibited from engaging in transactions involving our securities during quarterly blackout periods. Quarterly blackout periods begin at the end of the 20th calendar day of the 3<sup>rd</sup> month of each fiscal quarter (e.g., March 20<sup>th</sup>, June 20<sup>th</sup>, September 20<sup>th</sup> and December 20<sup>th</sup>) and end at the end of the first full trading session on the Nasdaq Stock Market (or such other established stock exchange on which our common stock is then listed) following the public dissemination of the financial results for such fiscal quarter. This defined period is a particularly sensitive time for transactions involving our common stock from the perspective of compliance with applicable securities laws due to the fact that, during this period, individuals may often possess or have access to material nonpublic information relevant to the expected financial results for the quarter.

### Special Blackout Periods

From time to time, we may also implement additional blackout periods when, in the judgment of a Compliance Officer, a trading blackout is warranted. We will generally impose special blackout periods when there are material developments known to us that have not yet been disclosed to the public. For example, we may impose a special blackout period in anticipation of announcing interim earnings guidance or a significant transaction or business development. However, special blackout periods may be declared for any reason.

We will notify you if you are subject to a special blackout period. **If you receive this notification, you may not disclose to others the fact that you are subject to the special blackout period** and may not engage in any transaction involving our common stock until approved by one of our Compliance Officers.

### Regulation BTR Blackouts

Directors and executives may also be subject to trading blackouts pursuant to Regulation Blackout Trading Restriction (***“Regulation BTR”***) under U.S. federal securities laws. In general, Regulation BTR prohibits any director or executive from engaging in certain transactions involving our securities during periods when 401(k) plan participants are prevented from purchasing, selling or otherwise acquiring or transferring an interest in certain securities held in individual account plans. Any profits realized from a transaction that violates Regulation BTR are recoverable by the Company, regardless of the intentions of the director or executive effecting the transaction. In addition, individuals who engage in such transactions are subject to sanction by the SEC as well as potential criminal liability.

The Company will notify directors and executives if they are subject to a blackout trading restriction under Regulation BTR. Failure to comply with an applicable trading blackout in accordance with Regulation BTR is a violation of law and this Policy.

### **H. ARE THERE ANY EXCEPTIONS TO THIS POLICY?**

Yes, there are limited exceptions to this Policy, which are described below. Please note that there may be instances where you suffer financial harm or other hardship or are otherwise required to forgo a planned transaction because of the restrictions imposed by this Policy. Personal financial emergency or other personal circumstances are not mitigating factors under securities laws and will not excuse a failure to comply with this Policy.

#### Receipt, Vesting and Exercise of Stock Awards

The trading restrictions under this Policy do not apply to the acceptance or purchase of stock options, restricted stock or the like issued or offered directly by the Company, nor do they apply to the vesting, cancellation, forfeiture of stock options, restricted stock, restricted stock units or stock appreciation rights or the acquisition or repurchase of shares pursuant to option exercises under our option plans. This is permitted because the Company is the other party to the transaction and the price does not vary with the market but is fixed by the terms of the option agreement. However, no employee, officer, director or contractor may do a “same day sale” or “cashless exercise” (unless such provisions are automatic under the applicable equity award agreement) when they possess material nonpublic information or when they are subject to a trading blackout.

#### Sale of Shares to Cover Tax Withholdings

The trading restrictions under this Policy do not apply to the sale of shares of our common stock issued upon vesting of restricted stock units for the limited purpose of covering tax withholding obligations (and any associated broker or other fees) as provided under our stock plans as the automatic election upon vesting of restricted stock units.

#### Purchases from our Employee Stock Purchase Plan

The trading restrictions under this Policy do not apply to purchases of our common stock under our employee stock purchase plan. However, the trading restrictions do apply to elections to participate in such plan, subsequent sales of our common stock acquired through such plan and changing instructions regarding the level of withholding contributions which are used to purchase stock pursuant to such plan.

#### Stock Splits, Stock Dividends and Similar Transactions

The trading restrictions under this Policy do not apply to a change in the number of securities held as a result of a stock split or stock dividend applying equally to all securities of a class, or similar transactions.

#### Inheritance or Change in Form of Ownership or Distributions

The trading restrictions under this Policy do not apply to transfers by will or the laws of descent and distribution or transfers for tax planning purposes in which your beneficial ownership and pecuniary interest in the transferred securities does not change. Some transactions that involve merely a change in the form in which you own securities may be permitted. However, no venture capital fund or other entity over which you have or share voting or investment control may distribute securities of the Company to its limited partners, general partners or shareholders during a blackout period, unless the limited partners, general partners or shareholders have agreed in writing to hold the securities until the next trading window has opened.

#### Other Exceptions

Any other exception from this Policy must be approved by a Compliance Officer in consultation with the Nominating and Corporate Governance Committee of the Board.

Please be aware that even if a transaction falls within one of the exceptions described above, you will need to separately assess whether the transaction complies with applicable law. This policy is not intended to replace your responsibility to understand and comply with all applicable legal prohibition on

insider trading. Each person is individually responsible for complying with the securities law and this Policy, regardless of whether the Company has prohibited trading by that person. Trading in the Company's securities outside of the Blackout Periods or suspension periods should not be considered a safe harbor. If you have any questions, please consult with a Compliance Officer.

**I. WHAT ARE THE CONSEQUENCES OF INSIDER TRADING?**

Penalties for violating insider trading laws can include disgorging profit made or loss avoided by trading, paying the loss suffered by the persons who purchased securities from, or sold securities to, the insider tippee, paying civil and/or criminal penalties and/or serving a jail term. The Company and/or supervisors of the person violating the rules may also be required to pay civil or criminal penalties and could be subject to private lawsuits.

A violation of this Policy is not necessarily the same as a violation of law. In fact, for reasons explained in this Policy, the Company's policy is intended to be broader than the law. The Company reserves the right to determine, in its own discretion and on the basis of the information available to it, whether its policy has been violated. The Company may determine that specific conduct violates its policy, whether or not the conduct also violates the law. It is not necessary for us to wait for the filing or conclusion of any civil or criminal action against an alleged violator before taking disciplinary action as your employer. In addition, please remember that we may prohibit a transaction from being completed to enforce compliance with this Policy.

**J. WHAT SHOULD I DO IF THERE WAS INADVERTENT DISCLOSURE OF MATERIAL NON-PUBLIC INFORMATION?**

If material non-public information is inadvertently disclosed by any employee, officer or director to a person outside the Company who is not obligated to keep the information confidential, you should immediately report all the facts to the Compliance Officer so that the Company may take appropriate remedial action.

**K. WHAT SHOULD I DO IF I SUSPECT THAT THIS POLICY HAS BEEN VIOLATED?**

Please promptly report violations or suspected violations of this Policy to a Compliance Officer. You may also report via our via a third-party hosted hotline available online at <https://freshworks.ethicspoint.com>, or by calling the following toll-free number: (844) 960-0578 in the United States (for employees outside the United States, please use the applicable phone numbers listed in our Code of Business Conduct and Ethics, which is available at <https://ir.freshworks.com/corporate-governance/governance-overview>). Upon learning of any such violation, the Compliance Officer, in consultation with the Company's legal counsel, will determine whether the Company should release any material nonpublic information or whether the Company should report the violation to the SEC or other appropriate governmental authority.

**L. PRIORITY OF STATUTORY OR REGULATORY TRADING RESTRICTIONS**

The trading prohibitions and restrictions set forth in this Policy will be superseded by any greater prohibitions or restrictions prescribed by federal or state securities laws and regulations (e.g., contractual restrictions on the sale of securities, short-swing trading by Section 16 Individuals or restrictions on the sale of securities subject to Rule 144 under the Securities Act). Any employee, officer,

director or contractor who is uncertain whether other prohibitions or restrictions apply should ask a Compliance Officer or their own legal advisor.

#### **M. AMENDMENTS**

We are committed to continuously reviewing and updating our policies, and we therefore reserve the right to amend this Policy at any time, for any reason, subject to applicable law.

## **SCHEDULE I**

### **INDIVIDUALS SUBJECT TO PRE-CLEARANCE REQUIREMENTS**

- All Members of the Board of Directors
- All executive level direct reports of the Chief Executive Officer (whether they are Section 16 Individuals or not)
- Administrative staff of the CEO or CFO
- All direct reports of the Chief Financial Officer with responsibility for or access to financial information
- Direct reports of the Chief Operating Officer, Chief Global Field Operations and Chief Customer Officer (or equivalent C-level person with sales responsibility) at SVP level or with responsibility for or access to global view of revenue
- Any other person designated by a Compliance Officer to require pre-clearance under this policy

**FRESHWORKS INC.  
INSIDER TRADING POLICY  
PRE-CLEARANCE CHECKLIST AND CERTIFICATION**

Name of Person Proposing to Trade: \_\_\_\_\_

Transaction Type (e.g., Purchase, Sale, Gift, Stock Option  
Exercise, Other): \_\_\_\_\_

Maximum Number of Shares: \_\_\_\_\_

- ☐ **Compliant with Insider Trading Policy (e.g., during an open window).** I will ensure my trade is made during an open window and is in compliance with the Insider Trading Policy.
- ☐ **Rule 10b-5 concerns.** I am aware that trading is prohibited when I am in possession of any material nonpublic information regarding Freshworks Inc. that has not been adequately disclosed to the public. I have discussed with a Compliance Officer any information known to me that I believe may be material or that I have any questions about whether it is material.
- I am not trading on the basis of any material nonpublic information. If I become aware of any nonpublic material information, or the trading window closes, I will cease trading immediately (which may include cancelling an open order).
- I understand that clearance may be rescinded prior to effectuating the above transaction if material non-public information regarding Freshworks Inc. arises and, in the reasonable judgment of Freshworks Inc., the completion of my trade would be inadvisable. I also understand that the ultimate responsibility for compliance with the insider trading provisions of the federal securities laws rests with me and that clearance of any proposed transaction should not be construed as a guarantee that I will not later be found to have been in possession of material nonpublic information.

\_\_\_\_\_  
*Signature of Person Proposing to Trade*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Compliance Officer (Date)*

\_\_\_\_\_  
*Signature of Stock Administration Department (Date)*

*Pre-clearance expires [(to be determined by Compliance Officer at time of request)]:*

—



Name of Subsidiary	Jurisdiction of Organization
Freshworks Technologies Holding Corporation	USA
Freshworks Technologies Private Limited	India
Freshworks Technologies UK Limited	United Kingdom
Freshworks Australia Pty Ltd	Australia
Freshworks GmbH	Germany
Freshworks SAS	France
Freshworks Technologies Pte. Ltd.	Singapore
Freshworks Technologies B.V.	Netherlands
Natero Ireland Limited	Ireland
D42 Parent, Inc.	USA
Device42, Inc. (a wholly-owned subsidiary of D42 Parent, Inc.)	USA

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement Nos. 333-280081, 333-277155, 333-269942, 333-267201, 333-262932, 333-260753, and 333-259727 on Form S-8 of our reports dated February 20, 2025 relating to the financial statements of Freshworks Inc. and the effectiveness of Freshworks Inc.'s internal control over financial reporting, appearing in the Annual Report on Form 10-K for the year ended December 31, 2024.

/s/ DELOITTE & TOUCHE LLP

San Jose, California  
February 20, 2025

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO RULES 13A-14(A) AND 15D-14(A) UNDER THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Dennis Woodside, certify that:

1. I have reviewed this Annual Report on Form 10-K of Freshworks Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2025

By: /s/ Dennis Woodside

Dennis Woodside  
Chief Executive Officer and President  
(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO RULES 13A-14(A) AND 15D-14(A) UNDER THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Tyler Sloat, certify that:

1. I have reviewed this Annual Report on Form 10-K of Freshworks Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2025

By: /s/ Tyler Sloat

---

Tyler Sloat  
Chief Operating Officer and Chief Financial Officer  
(Principal Financial Officer)

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Freshworks Inc. (the “Company”) on Form 10-K for the period ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof, to which this Certificate is attached as Exhibit 32.1 (the “Report”), I, Dennis Woodside, Chief Executive Officer and President of the Company, do hereby certify, to the best of my knowledge and pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, (the “Exchange Act”) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. § 1350), as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

**In Witness Whereof**, the undersigned has set his hands hereto as of the date set forth below.

Date: February 20, 2025

By: /s/ Dennis Woodside

---

Dennis Woodside  
Chief Executive Officer and President  
(Principal Executive Officer)

This certification accompanies the Form 10-K to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act (whether made before or after the date of the Form 10-K), irrespective of any general incorporation language contained in such filing.

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Freshworks Inc. (the "Company") on Form 10-K for the period ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof, to which this Certificate is attached as Exhibit 32.2 (the "Report"), I, Tyler Sloat, Chief Operating Officer and Chief Financial Officer of the Company, do hereby certify, to the best of my knowledge and pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. § 1350), as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

**In Witness Whereof**, the undersigned has set his hands hereto as of the date set forth below.

Date: February 20, 2025

By: /s/ Tyler Sloat

---

Tyler Sloat  
Chief Operating Officer and Chief Financial Officer  
(Principal Financial Officer)

This certification accompanies the Form 10-K to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act (whether made before or after the date of the Form 10-K), irrespective of any general incorporation language contained in such filing.