



March 06, 2024

Shruti Goyal
F-1,7/79, Vidyadhar Nagar
Jaipur, India 302039

Dear Shruti:

This letter states the terms and conditions of your [full-time] employment as Software Engineer I with PING IDENTITY INDIA PRIVATE LIMITED (the "**Company**"), a wholly-owned subsidiary of PING IDENTITY CORPORATION ("**Ping**") with an effective date of March 19, 2024 (the "**Effective Date**").

Your designation at the time of joining shall be Software Engineer I. You will report to Aditya Gunuganti. Your principal reporting location shall be the Company's office at Bengaluru, Karnataka, India. This offer is also contingent upon your successful completion of our background check process. Conviction of an offence by a court of law in India shall be construed as reasonable cause for the purpose of termination of your employment with the Company.

Your work schedule will be set by your manager in accordance with applicable law and may change from time to time based on business needs. Notwithstanding the foregoing, you will be expected to be flexible in your work schedule, which may include shift hours. [If it appears that you will work beyond your usual working hours, you must inform your superior as soon as possible to obtain the latter's consent in writing, before working the extra hours. Only hours so authorized shall be validly counted as overtime hours. You will be compensated in accordance with applicable laws for any authorized overtime hours.

Your role may require an occasional on-call period (where you will not be required to remain in any specific place); your manager will ensure that you take adequate rest after any on-call incident where you are called to respond, and that such "on-call" period shall be in compliance with applicable law. You shall carry out "on-call" work as and when required by the Company.

Of course, the Company may change your position, title, duties, schedule of office/hybrid/remote work and place of employment from time to time, as it deems necessary.

You shall devote all of your working time, working attention, and working energies to the business of the Company and of Ping, and shall not engage in any business activity or activities that require significant personal services or that, in the sole judgment of Ping, may conflict with the proper performance of your duties hereunder. You shall comply with: (i) all laws, rules, regulations and guidelines in force from time to time, including all anti-bribery and anti-money laundering statutes applicable to the Company, and (ii) the policies of the Company and Ping, as applicable to you, and a copy of which shall be provided to you.

A breakdown of your monthly and annual salary is set out in **Annexure A**. You will be expected to work additional hours as required by the nature of your work assignments, for which you will receive overtime payment in accordance with local laws. You agree to keep your remuneration details confidential and not disclose these to any person without the prior written consent of the Company.

You will be paid a one-time sign-on bonus of Indian Rupees 200,000 ("**Sign-on Bonus**") along with your first eligible monthly salary. The Sign-on Bonus is an advance that you will not actually earn unless you remain employed with the Company for twelve months from the date of your joining. The Sign-on Bonus will be paid less all standard deductions as required under applicable laws. If, within the first twelve months of employment with the Company, you voluntarily leave employment with the Company or your employment is terminated for cause, you agree to repay the Sign-on Bonus (in whole) to the Company. Your signature below also authorizes the Company to



make deductions from any payments you are owed (including your final paycheck) to repay the Sign-on Bonus (in whole) to the Company. You agree that, if a deduction from your final paycheck does not fully repay the amount you owe to the Company towards the Sign-on Bonus, you will be required to pay the Company such remaining amounts within one month of the date on which your employment terminates.

All forms of compensation referred to in this Agreement or otherwise paid to you in relation to your employment by the Company are subject to applicable withholding and payroll taxes. In addition, to the extent permitted by applicable law, the Company may deduct from your compensation or other payments due to you any money that you owe to the Company.

You will also be eligible for statutory benefits required to be paid to you by the Company and the Company's standard benefit plans. You will be responsible for paying a portion of your benefits plans,

if required under applicable law and in accordance with Ping's policy. Information regarding the benefit plans offered by the Company will be available through Ping's People Operations department. Of course, the Company may modify your compensation and benefits from time to time in its sole discretion.

You will be entitled to annual leave in accordance with the Company's policies and applicable law.

One of the conditions of your employment with the Company is the maintenance of the confidentiality of Ping's proprietary and confidential information, including, but not limited to, trade secret information (collectively, "**Ping Proprietary Information**"). Given the transparent approach of Ping's management team, the significant amount of time and resources Ping will invest in your professional development, and the immediate access you will have to Ping Proprietary Information, this offer is contingent upon your execution of the Confidentiality and Inventions Assignment Agreement (the "**Confidentiality Agreement**") that is attached as Annexure B to this letter. The Confidentiality Agreement contains obligations related to non-disclosure of Ping Proprietary Information for which you will be expected to abide by in consideration for your employment at Ping. In addition, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person/entity to whom you have an obligation of confidentiality, and such obligations are also contained within the Confidentiality Agreement.

You shall, as of the Effective Date, also execute an undertaking in the form set out in **Annexure C** to this letter.

You are required to undergo a probation period of six months. Upon satisfactory completion of the probation period, your employment with the Company may be confirmed, at the sole discretion of the Company, pursuant to a written confirmation by the Company. Your probation period may be shortened or extended at the Company's absolute discretion, based on the review of your work performance. During the probation period, either Party may terminate the employment arrangement upon 15 day's notice period or payment in lieu thereof, subject to applicable laws. Your employment may be terminated by the Company forthwith without such notice or payment should you be found guilty of any breach or neglect of any of the terms of this letter, the Confidentiality Agreement or any of the Company's or Ping's policies and regulations in force from time to time. Conviction of an offence by a court of law in India shall be construed as reasonable cause for the purpose of termination of your employment with the Company.

After completion of the probationary period, both you and the Company will have the right to terminate your employment upon two month's notice or payment in lieu thereof, provided that your employment may be terminated by the Company forthwith without such notice or payment should you be found guilty of any breach or neglect of any of the terms of this letter, the Confidentiality Agreement or any of the Company's or Ping's policies and regulations in force from time to time. Conviction of an offence by a court of law in India shall be construed as reasonable cause for the purpose of termination of your employment with the Company.



In the context of your employment it is necessary for the Company to collect, use, and store certain personal information (which may include sensitive personal information or data) about you for administrative, management, compliance, and other purposes. Such personal data may also be transferred to others in the Company, group companies, and/or third parties located outside of your country. By signing this agreement, you hereby consent to such collection, use, storage, and transfer of your personal data (including sensitive personal information or data).

This letter shall be governed by the laws of the Republic of India. Any dispute that cannot be resolved by the parties shall be submitted to the exclusive jurisdiction of the courts of Bengaluru, Karnataka, India.

This letter supersedes any and all prior agreements, whether written or oral, regarding the terms and conditions of your employment. By joining a Ping group company, you are agreeing to abide by all Ping policies and procedures and agreeing to be bound by the terms of the Confidentiality Agreement. Violations of these policies or agreement may lead to immediate termination of employment.

These are exciting times at Ping, and we are eager to have you join our team. We are confident that with your experience and knowledge, you will make a significant contribution to our overall success as an organization. If you have any questions concerning any aspects of this offer, please do not hesitate to contact me. You may indicate your acceptance of this offer by signing on the appropriate space indicated below and returning it by March 08, 2024.

On behalf of all our team members, let me extend a sincere Welcome Aboard!

Sincerely,

A handwritten signature in black ink, appearing to read "Ranjana Anup".

Ranjana Anup
HR Business Partner, Ping Identity India Private Limited
(a Ping Identity Corporation subsidiary)

I accept the above terms as stated:

DocuSigned by:
Shruti Goyal
C1CE4A601FE0450...

March 14, 2024

Shruti Goyal

Date



Annexure A : Compensation Structure

Components	Annual	Monthly
A. Base Pay	1,380,000 INR	115,000 INR
Basic Salary 50% of Base Pay (A))	690,000 INR	57,500 INR
House Rent Allowance (40% of Base Pay (A))	552,000 INR	46,000 INR
Flexible Pay Basket ¹ (10% of Base Pay (A)) Comprising of:	138,000 INR	11,500 INR
Leave Travel Allowance		
Books/Magazines/Journals		
Fuel Reimbursement		
Academic Development		
Telephone Bills and broadband Reimbursements		
B. Benefits/Retirals		
Employer's contribution to Provident Fund (12% of Basic Salary)	82,800 INR	6,900 INR
Contribution to Gratuity as applicable in the Payment of Gratuity Act ² (4.81% of Basic Pay)	33,173 INR	2,764.42 INR
Fixed Pay (A+B):	1,495,973.08 INR	124,664.42 INR

Annexure B

¹ Balance amount, after planning Leave travel allowance, Telephone and broadband bills, Fuel reimbursement, Books/Magazines/journals, Academic Development will be paid off every month in the form of Monthly Flexible Pay.

² You will be eligible for Gratuity after completing 4 years and 242 days in the organization.



PING IDENTITY CORPORATION - GROUP EMPLOYEE

CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT

This Confidentiality and Inventions Assignment Agreement ("**Agreement**") is made in consideration for my employment or continued employment by Ping Identity India Private Limited (the "**Employer**"), a wholly-owned subsidiary of Ping Identity Corporation (the "**Company**"), and the compensation now and hereafter paid to me. I hereby agree as follows:

1. CONFIDENTIALITY.

1.1 Nondisclosure; Recognition of Company's Rights. I understand and acknowledge that my employment by the Employer creates a relationship of confidence and trust with respect to the Company's Proprietary Information (defined below) and that the Company has a protectable interest therein. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon, or publish any of Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Employer or the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at the Employer and for the Company and/or incorporates any Proprietary Information. I hereby assign to Company any rights I may have or acquire in any and all such Proprietary Information and recognize that all Proprietary Information shall be the sole and exclusive property of Company and its assigns. I will take all reasonable precautions to prevent the inadvertent or accidental disclosure of Proprietary Information and I have been informed and acknowledge that the unauthorized taking of the Company's trade secrets may subject me to civil and/or criminal penalties.

1.2 Proprietary Information. The term "**Proprietary Information**" shall mean any and all confidential and/or proprietary knowledge, data or information of the Employer or the Company. By way of illustration but not limitation, "**Proprietary Information**" includes (a) concepts, information, materials, programs, artwork, formulae, trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques, or other copyrightable work and all Proprietary Rights therein (hereinafter collectively referred to as "**Inventions**"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of the Employer or the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

1.3 Third Party Information. I understand, in addition, that Company has received and in the future will receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in strict confidence and will not disclose to anyone (other than Employer or Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information, unless expressly authorized by an officer of Company in writing.

1.4 No Improper Use of Information of Prior Employers and Others. I represent that my



employment by Employer does not and will not breach any agreement with any former employer, including any noncompete agreement or any agreement to keep in confidence information acquired by me in confidence or trust prior to my employment by the Employer. I further represent that I have not entered into, and will not enter into, any agreement, either written or oral, in conflict herewith. During my employment by Employer, I will not improperly use or disclose any confidential information or trade secrets of any former employer or other third party to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Employer or use any unpublished documents or any property belonging to any former employer or other third party to whom I have an obligation of confidentiality, unless consented to in writing by that former employer or person. I will use in the performance of my duties only information that is generally known and used by persons with training and experience comparable to my own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by the Employer and/or the Company.

2. INVENTIONS.

2.1 **Proprietary Rights.** The term "**Proprietary Rights**" shall mean all trade secret, patent, copyright, mask work and other intellectual property rights or "moral rights" throughout the world. "Moral rights" refers to any rights to claim authorship of an Invention or to object to or prevent the modification of any Invention, or to withdraw from circulation or control the publication or distribution of any Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right." Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Employer are excluded from the scope of this Agreement, provided that this Agreement shall extend to Inventions which I made in the course of and during my employment with the Employer, prior to the Employer being a subsidiary of the Company.

2.2 **Prior Inventions.** I agree that I will not incorporate, or permit to be incorporated, Prior Inventions (defined below) in any Company Inventions (defined below) without Company's prior written consent. In addition, I agree that I will not incorporate into any Company software or otherwise deliver to Company any software code licensed under the GNU GPL or LGPL or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company. I have set forth on *Annexure B-1* (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be consider to be conceived, developed or reduced to practice prior to the commencement be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I wish to have excluded from the scope of this Agreement (collectively referred to as "**Prior Inventions**"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Annexure B-1* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Annexure B-1* for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Employer, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.3 **Assignment of Inventions.** Subject to Sections 2.4, and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company, for no additional



consideration other than my employment with the Employer, perpetually and throughout the world, all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Employer. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "**Company Inventions**." I hereby also agree that such assignment is irrevocable and shall not lapse in any event, including upon the failure of the Company to use the rights assigned by me hereunder within a period of twelve months from such assignment. For the avoidance of doubt, I also hereby waive all Moral Rights to the Inventions.

- 2.4 Unassigned or Nonassignable Inventions.** I recognize that this Agreement will not be deemed to require assignment of any Invention that I developed entirely on my own time without using the Company's equipment, supplies, facilities, trade secrets, or Proprietary Information, except for those Inventions that either (i) relate to the Company's actual or anticipated business, research or development, or (ii) result from or are connected with work performed by me for the Company and/or the Employer. In addition, this Agreement does not apply to any Invention which qualifies fully for protection from assignment to the Company under any specifically applicable state law, regulation, rule, or public policy ("**Specific Inventions Law**").
- 2.5 Obligation to Keep Company Informed.** During the period of my employment and for six (6) months after termination of my employment with the Employer, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of employment. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement.
- 2.6 Government or Third Party.** I also agree to assign all my right, title, and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by Company.
- 2.7 Works for Hire.** I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101) and any other applicable law.
- 2.8 Enforcement of Proprietary Rights and Assistance.** During the period of my employment and thereafter, I will assist Company in every proper way to obtain and enforce United States and foreign Proprietary Rights relating to Company Inventions in all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. In the event Company is unable to secure my signature on any document needed in connection with such purposes, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act on my behalf to execute and file any such documents and to do all other lawfully permitted acts to further

such purposes with the same legal force and effect as if executed by me.

I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned



hereunder to the Company.

3. **RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Company) of all Inventions made by me during the period of my employment by the Employer, which records shall be available to, and remain the sole property of, Company at all times.
4. **RETURN OF COMPANY PROPERTY.** Upon termination of my employment or upon Company or Employer's request at any other time, I will deliver to Company and/or the Employer all of Company or Employer's property, equipment, and documents, together with all copies thereof, and any other material containing or disclosing any Inventions, Third Party Information or Proprietary Information of Company and certify in writing that I have fully complied with the foregoing obligation. I agree that I will not copy, delete, or alter any information contained upon my Employer computer before I return it to the Employer. I further agree that any property situated on the Employer's premises and owned by the Employer or the Company is subject to inspection by Employer personnel at any time with or without notice. Prior to leaving, I will cooperate with Employer in attending an exit interview and completing and signing Employer/Company's termination statement.
5. **NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement, by Company's providing a copy of this Agreement or otherwise.
6. **MANDATORY ARBITRATION CLAUSE; NO JURY TRIAL.** A party may bring an action in court to obtain a temporary restraining order, injunction, or other equitable relief available in response to any violation or threatened violation of the restrictive covenants set forth in this Agreement. Otherwise, I expressly agree and acknowledge that the Company and I will utilize binding arbitration to resolve all disputes that may arise out of this Agreement.
 - 6.1 Both the Company and I hereby agree that any claim, dispute, and/or controversy that I may have against the Company (or its owners, directors, officers, managers, employees, agents, insurers and parties affiliated with it), or that the Company may have against me, arising from, related to, or having any relationship or connection to this Agreement, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act (9 U.S.C. §§ 1, *et seq.*) in conformity with the Federal Rules of Civil Procedure.
 - 6.2 Nothing in the provisions of this Agreement shall be construed to limit my right to respond accurately and fully to any question, inquiry or request for information when required by legal process or from initiating communications directly with, or responding to any inquiry from, or providing testimony before, any self-regulatory organization or state or federal regulatory authority, regarding the Company or this Agreement. I am not required to contact the Company regarding the subject matter of any such communications before engaging in such communications. I also understand that I shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (1) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I also understand that disclosure of trade secrets to attorneys, in legal proceedings if disclosed under seal, or pursuant to court order is also protected under 18 U.S. Code §1833 when disclosure is made in connection with a retaliation lawsuit based on the reporting of a suspected violation of law.
 - 6.3 In addition to any other requirements imposed by law, the arbitrator selected shall be a qualified individual mutually selected by the parties, and shall be subject to disqualification on the same grounds as would apply to a judge. All rules of pleading, all rules of evidence, all statutes of limitations, all rights to resolution of the dispute by means of motions for summary



judgment, and judgment on the pleadings shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of “just cause”) other than such controlling law. Likewise, all communications during or in connection with the arbitration proceedings are privileged. The arbitrator shall have the authority to award appropriate substantive relief under relevant laws, including the damages, costs and attorneys’ fees that would be available under such laws.

- 6.4** My initial share of the arbitration fee shall be in an amount equal to the filing fee as would be applicable in a court proceeding, or \$100, whichever is less. Beyond the arbitration filing fee, the Company will bear all other fees, expenses and charges of the arbitrator.
- 6.5** I understand and agree that all claims against the Company must be brought in my individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. I understand that there is no right or authority for any dispute to be heard or arbitrated on a collective action basis, class action basis, as a private attorney general, or on bases involving claims or disputes brought in a representative capacity on behalf of the general public, on behalf of other Company or Employer employees (or any of them) or on behalf of other persons alleged to be similarly situated. I understand that there are no bench or jury trials and no class actions or representative actions permitted under this Agreement. The Arbitrator shall not consolidate claims of different collective action, or representative action. The employees into one proceeding, nor shall the Arbitrator have the power to hear an arbitration as a class action, interpretation of this subsection shall be decided by a judge, not the Arbitrator.
- 6.6** **Procedure.** The Company and I agree that prior to the service of an Arbitration Demand, the parties shall negotiate in good faith for a period of thirty (30) days in an effort to resolve any arbitrable dispute privately, amicably and confidentially. To commence an arbitration pursuant to this Agreement, a party shall serve a written arbitration demand (the “**Demand**”) on the other party by hand delivery or via overnight delivery service (in a manner that provides proof of receipt by respondent). The Demand shall be served before expiration of the applicable statute of limitations. The Demand shall describe the arbitrable dispute in sufficient detail to advise the respondent of the nature and basis of the dispute, state the date on which the dispute first arose, list the names and addresses of every person whom the claimant believes does or may have information relating to the dispute, including a short description of the matter(s) about which each person is believed to have knowledge, and state with particularity the relief requested by the claimant, including a specific monetary amount, if the claimant seeks a monetary award of any kind. If respondent does not provide a written response to the Demand, all allegations will be considered denied. The parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association (“**AAA**”)’s employment arbitration panel for the area. The arbitrator shall allow limited discovery, as appropriate in his or her discretion. The arbitrator’s award shall include a written reasoned opinion.
- 6.7** I understand, agree, and consent to this binding arbitration provision, and the Company and I hereby each expressly waive the right to trial by jury of any claims arising out of my employment with the Company. ***By execution of this Agreement, I acknowledge that I have read, understand, agree and consent to the binding arbitration provision, including the class action waiver.***

7. GENERAL PROVISIONS.

- 7.1** **Governing Law and Forum Selection.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. Any non- arbitration-covered disputes shall be resolved under the substantive laws and in the jurisdiction of the Republic of India.



- 7.2 Severability.** In case any one or more of the provisions, subsections, or sentences contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be provision had never been contained herein. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, or for any other reason whatsoever, such provision shall be construed and enforced by limiting and reducing the provision so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear just as if such limited or reduced provision had been set forth in this Agreement originally.
- 7.3 Third-Party Beneficiaries.** I specifically acknowledge and agree that the direct and indirect subsidiaries, parents, owners, and affiliated companies of the Company are intended to be beneficiaries of this Agreement and shall have every right to enforce the terms and provisions of this Agreement in accordance with the provisions of this Agreement.
- 7.4 Survival.** This Agreement shall survive the termination of my employment and the assignment of this Agreement by Company to any successor-in-interest or other assignee and be binding upon my heirs and legal representatives.
- 7.5 Notices.** Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.
- 7.6 Injunctive Relief.** I acknowledge that, because my services are personal and unique and because I will have access to the Proprietary Information of Company, any breach of this Agreement by me would cause irreparable injury to Company for which monetary damages would not be an adequate remedy and, therefore, will entitle Company to injunctive relief (including specific performance). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.
- 7.7 Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 7.8 Export.** I agree not to export, directly or indirectly, any U.S. technical data acquired from Company or any products utilizing such data, to countries outside the United States, because such export could be in violation of the United States export laws or regulations.
- 7.9 Entire Agreement.** The obligations pursuant to sections of this Agreement titled

“Confidentiality” and “Inventions” shall apply to any time during which I was previously

employed, or am in the future employed, by the Employer. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior communications between us with respect to such

matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by me and an authorized



representative of the Company.

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

EMPLOYEE:

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS IT WITH INDEPENDENT LEGAL COUNSEL.

(Signature)

By: _____

Title: _____

Date: _____



Annexure B-1

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Ping Identity India Private Limited (the “**Employer**”), a wholly-owned subsidiary of Ping Identity Corporation (the “**Company**”) that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company: (if you do not have any inventions or improvements, please enter “N/A” in the box below)

No inventions or improvements.

See below:

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

Invention or Improvement	Party(ies)	Relationship
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Additional sheets attached:



Annexure C
Undertaking

I, Shruti Goyal, hereby agree and undertake as follows:

As used herein, the terms:

- (i) **"Company"** means **Ping Identity India Private Limited**.
- (ii) **"Ping"** means Ping Identity Corporation.
- (iii) **"Restricted Business"** shall mean the business of the Company and of Ping, as carried on at any time, including but not limited to the design development, marketing or sales of cloud identity management products.
- (iv) **"Restricted Territory"** shall mean anywhere in India in which the Company conducts business and any other country, city, state, jurisdiction, or territory in which Ping does business.

No Conflicts or Solicitation:

I acknowledge that during my employment I will have access to and knowledge of Proprietary Information (The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company and Ping). To protect the Proprietary Information, I hereby agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any other employment or business activity directly related to the business in which the Company is now involved or becomes involved, nor will I engage in any other activities which conflict with my obligations to the Company. To protect the Proprietary Information, and because of the position in the Company that I hold, I agree that during my employment with the Company whether full-time or part-time and for a period of one year after my last day of employment with the Company, I will not (a) directly or indirectly solicit or induce any employee of the Company to terminate or negatively alter his or her relationship with the Company or (b) directly or indirectly solicit the business of any client or customer of the Company or Ping (other than on behalf of the Company) or (c) directly or indirectly induce any client, customer, supplier, vendor, consultant or independent contractor of the Company or Ping to terminate or negatively alter his, her or its relationship with the Company. I agree that the geographic scope of the non-solicitation should include the Restricted Territory. If any restriction set forth in this paragraph is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

Covenant Not to Compete:

I acknowledge that during my employment I will have access to and knowledge of Proprietary Information. To protect the Proprietary Information, and because of the position in the Company that I may hold, I hereby agree that during my employment with the Company whether full-time or part-time and for a period of one year after my last day of employment with the Company, I will not directly or indirectly engage in (whether as an employee, consultant, proprietor, partner, director or otherwise), or have any ownership interest in, or participate in the financing, operation, management or control of, any person, firm, corporation or business that engages in a Restricted Business in a Restricted Territory. It is agreed that ownership of (i) no more than one percent (1%) of the outstanding voting stock of a publicly traded corporation, or (ii) any stock I presently own shall not constitute a violation of this provision.

I agree and acknowledge that the time limitation on the restrictions in this paragraph, combined with the geographic scope, is reasonable. I also acknowledge and agree that this paragraph is reasonably necessary for the protection of Proprietary Information, that through my employment I shall receive



adequate consideration for any loss of opportunity associated with the provisions herein, and that these provisions provide a reasonable way of protecting Company's business value which will be imparted to me. If any restriction set forth in this paragraph is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

I accept the above terms as stated:

DocuSigned by:
Shruti Goyal
C1CE4A601FE0450...

March 14, 2024

Shruti Goyal

Date