



# PHOTON

January 25<sup>th</sup> 2018

Kumar Naidu Pendyala

36661 Grand River Ave APT 103,  
Farmington, MI 48335

Dear Mr. Kumar Naidu Pendyala,

Photon Infotech, Inc., (the "Company") is pleased to confirm the terms of its offer of employment to you. Your home office will be Photon Infotech Inc, 345 7th Avenue, Suite 2, New York, NY 10001.

1. Position. You will be employed as a Senior QA Engineer (Job Band – JM2) reporting to Mr. Jerry Robinson, Vice President – Strategic Accounts for Photon. You will be responsible for the following:

- Understand requirements accurately and Create test plans that ensure all aspects of testing are covered.
- Create accurate test cases based on test plans and Review test plans and test cases prepared by QA engineers and provide feedback/ modify as necessary
- Triage and agree upon severity/ priority with both internal and external stake holders.
- Prepare/ Review QA reports in a prescribed template.
- Present QA reports to both internal and external stakeholders
- Perform RCA on a need basis for QA failure and update existing test cases/ plans.
- Document learning's and use them for future test case planning.
- Understanding the Test Deliverables and resolve any issue coming up during test phase with the client. Experience with change management, bug tracking and test automation software products
- Ability to quickly learn application functionality and business Ability to adapt to changing priorities and projects
- Ability to coordinate testing or debugging efforts with Team Members
- Writing Comprehensive and Methodological System Test Plans

You agree that, while employed by the Company, you will devote your full-time efforts to your responsibilities and will not engage in any other activities that would conflict with the best interests of the Company.

PHOTON INFOTECH, INC.

12300 Ford Road, Suite B270  
Dallas, TX 75234 – U.S.A  
Tel: 1 (972)-243-3221

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Initials   *JP*



2. Compensation: Your total salary will be USD 96,000 per annum less applicable withholding, payable in accordance with the Company's regular payroll policies.
3. Relocation Benefits: You will be eligible for relocation benefits to a maximum of USD 3,000 as onetime payment, which is subject to submission of relevant bills. As per company policy, if you resign within one year of the date of relocation, you would be liable to reimburse this amount to photon.
4. Employee Benefits: As an employee you will be eligible to the current benefits plan in the United States which includes comprehensive health, dental and vision coverage for the employee and a low cost add on for families. These and other benefits shall be offered as a part of the standard package and the employee is free to waive any part of this.

(Please refer to Annexure – I)

5. At-Will Employment: You understand that your employment with the Company is at will and may be terminated by you or the Company at any time, with or without cause and without notice. However, the Company shall have the right in either case, to invoke a 30 days notice period, which shall be used for transitioning of your responsibilities to a successor.  
Nothing in this agreement is intended to constitute an agreement for employment for a specific period of time. Notwithstanding the foregoing, you acknowledge that certain egregious conduct in connection with your employment may justify immediate termination of your employment with the Company.
6. Termination for Cause: Notwithstanding any other provision of this Agreement, the Company may terminate Employee's employment under this Agreement without any further obligation or liability at any time for Cause. Such termination shall be evidenced by written notice thereof to Employee, which notice shall specify in reasonable detail the cause for termination. For purposes hereof, the term "Cause" shall include, without limitation, (i) dishonesty, embezzlement, theft, fraud or any other act of dishonesty involving the Company or any of its affiliates, customers, suppliers or business partners; (ii) conviction of, or a pleading of nolo contendere to, a felony or any other crime involving moral turpitude; (iii) the failure of Employee for any reason, within ten (10) days after receipt of Employee of written notice thereof from the Company, to correct, cease or otherwise alter any failure to comply with instructions or other action or omission to act which the Company believes does or may materially or adversely affect its business or operations; (iv) misconduct by Employee which is of such a serious and substantial nature that a reasonable likelihood exists that such misconduct will materially injure the reputation of the Company if Employee was to remain employed by the Company; (v) a material breach by Employee of this Agreement; or (vi) gross negligence relating to Employees' performance of his job responsibilities.

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7. Applicable Law; Jurisdiction: This Agreement as well as the related Employment, Confidential Information, Invention Assignment and Arbitration Agreements shall be governed by and construed and enforce in accordance with the laws of the State of California. Any action or proceeding arising from or relating to this Agreement shall be brought in the state courts located in Santa Clara County or in the federal courts located in the Northern District of California. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of such courts.
8. Confidential Information Agreement: You will execute an Employment, Confidential Information, Invention Assignment and Arbitration Agreement.
9. Conditional Offer of Employment: This offer is subject to the clearance of client interview. Hence your employment is based on the acceptance of your candidature by Photon's clients.
10. Miscellaneous: Final employment by the Company is subject to your provision of eligibility for hiring as required by applicable Department of Homeland security regulations, valid work authorization, Clear background verification report, reference checks and salary verification. If you voluntarily terminate your employment contract, through no fault of Photon, at any time prior to the end of 1 year from your date of joining, you shall agree to pay liquidated damages to the company, which shall be reasonably determined by Photon. You agree that Photon shall have the right to withhold any payments due to you including any unpaid salaries, reimbursements and other dues.


Your start date will be communicated in the regular offer.

This offer of employment is valid through January 26<sup>th</sup> 2018.

Very truly yours,

Muhammad Daud  
Senior Vice President – Engineering

The foregoing offer of employment is accepted

  
\_\_\_\_\_  
Kumar Naidu Pendyala

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## ANNEXURE - I

### Insurance and Benefits

Photon's health insurance plan provides employees and their dependents access to medical, dental, and vision care benefits where Photon pays 100% of the premium for employee and the employee has an option to include dependents if any by paying 100% premium. The option of enrollment is open at the time of joining Photon and in the beginning of the annual insurance cycle; information on which is sent to the employee by e-mail. Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Photon and the insurance carrier.

Detailed Employee Insurance policies are as below

#### Service Providers:

**Medical, Dental & Vision - Anthem Blue Cross**

#### **1. MEDICAL INSURANCE:**

##### **1.1 Anthem PPO 750/30/20 Plan :**

Particulars	Visit	In-Network Hospitals		Out-of-Network Hospitals	
		Annual Deductible	Max Out-of-Pocket Expenses	Annual Deductible	Max Out-of-Pocket Expenses
PPO Single	\$30	\$750	\$5,000	\$1500	\$10,000
Family	\$30	\$2,250	\$10,000	\$4500	\$20,000
Copay Coverage %		80% after Deductible		60% after Deductible	

##### **1.2 Health Savings Account- HSA**

A Health Saving Account (HSA) is a special type of account designed to help you save tax and pay for certain health care expenses.

#### **HSA Works like this:**

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Employee has to open a HSA account and provide information on his / her intend on the premium cost to be allocated towards HSA account. The requisite amount will be deducted from the paycheck by the Company in installments on a pre-tax basis and deposited directly to the employee's HSA account.

The HSA account provider issues employee a debit card exclusively for the HSA purpose. The HSA plan availed employee has to use the HSA card while doctor visit to pay for prescriptions etc. (A detailed list of approved medical expenditures is provided by the HSA Company). By doing so, you are paying for approved medical expenses without having to pay tax. Make sure to save your receipts. You may use this account while meeting your health insurance deductible.

Employees have to bear the 100% of the Doctor expenses until they reach a limit of \$2500 (As an Individual). 100% of Coinsurance will be applicable post to \$2500.

Employees can setup a contribution money inside the HSA Account.  
The money in your HSA account is invested (you choose investment options) and your account grows according to your investment options with tax-free interest earnings.

The yearly limit for Contribution is \$6000  
If you do not use the money in your account within the year, the money is rolled over to the next year.

## **2. DENTAL INSURANCE**

The Company pays for 100% of the employee premium.  
Dependent premiums are contributed by the employee  
Calendar year deductibles are \$50 per person and \$150 for family

## **3. VISION INSURANCE**

Eye examination covered in full for \$20..... every 12 months

Prescription Glasses for \$25

Lenses covered in full.....every 24 months

- Single vision, lined bifocal and lined trifocal lenses
- Polycarbonate lenses for dependent children.

Frame.....every 24 months

- Frame of your choice covered up to \$150.
- Plus 20% off any out-of-pocket costs.

-OR-

Contact Lens Care..... every 24 months

## **Dependents Premium Details**

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Coverage Type	Calif. PPO	Non-Calif PPO	Calif. HSA	Non-Calif HSA	Dental	Vision
Employee Only (Paid by Photon)	\$222.44	\$220.94	\$183.18	\$183.18	\$19.79	\$5.22
Spouse only	\$444.88	\$441.88	\$366.36	\$366.36	\$19.79	\$3.10
Child(ren) only	\$333.67	\$331.41	\$274.78	\$274.78	\$15.45	\$3.26
Family	\$722.94	\$718.06	\$595.34	\$595.34	\$35.24	\$8.40

#### 401-K Retirement Plan

Photon is offering 401k Retirement Plan to its employees.

Employees have to bear the 100% of Contribution.

The money deposited in the 401-K Account will be returned to employee from the age of 65.


The money in your 401-k account is invested (you choose investment options) and your account grows according to your investment options with tax-free interest earnings.

The Yearly Limit is \$18,000

Very truly yours,

Muhammad Daud  
Senior Vice President - Engineering

The foregoing offer of employment is accepted

  
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