

07/30/2018

Vigneshbabu A

Dear Vigneshbabu,

We are pleased to offer you a career opportunity with VMware Software India Private Limited ("the Company") as **Member of Technical Staff**. In this capacity you will be reporting to **Don Joy**. This offer is subject to your acceptance of the following terms and conditions:

Cost to Company: You will receive a Cost to Company ("CTC") of **INR 1,459,860** payable in arrears on the last working day of each month. Such salary shall be subject to all applicable Indian Income Tax requirements. You shall be responsible for filing your personal returns and comply with other requirements under the India tax laws. Details of the package are set out in Annexure A to this letter ("Compensation Package").

Performance Bonus: You will be eligible to participate in VMware's Bonus Plan, pursuant to the terms and conditions of the Bonus Plan, as it may be amended from time to time. You will be eligible for an annual target bonus opportunity of **12%** of your eligible base pay, with the actual payout based on VMware's achievement of its financial goals, retention and your individual performance, as determined by management. Any bonus for which you become eligible will be determined on a semi-annual basis. Newly hired employees are eligible for a pro-rated bonus if they have worked at least four full weeks in a bonus period in accordance with the Company's financial year. VMware reserves the right to modify or discontinue the Bonus Plan and/or your bonus opportunity at any time.

Annual Leave: You will receive annual leave in accordance with the Company's annual leave policy. The details of this policy may be found online at our Company intranet HR web page.

Public Holidays: You will be granted public holidays as listed for office employees by the local Government.

Site of Employment: The initial place of posting will be **Bangalore, India**. However, the company may, in its business interests, transfer you to any of its other offices in India or overseas, on such terms and conditions as are applicable as on the date of transfer.

You may also be deputed to any of our associate, sister concerns, subsidiaries, group company or any other affiliated companies/concerns/organizations/firms with whom the Company may make an arrangement or agreement from time to time, on such terms and conditions that are not less favorable than as contained in this offer letter.

You agree to work in accordance with the Company's scheduled time. You recognize that your duties may require you to engage in travel on behalf of the Company and that flexible hours must be maintained based upon the needs of the customers. You expressly agree to accept such reasonable travel and hours of work without additional compensation to the extent allowed under local labor law.

Hours of Work: You will be required to work, from Monday to Friday, for not less than forty (40) hours of each week, and if necessary, for additional hours as might be required for performing your duties competently. Should your position fall within the Company's Global Support area which is a 24/7 operation, you will be required to work non-standard shifts including nights, weekends and/or statutory holidays as determined by the Company. You may also be required to participate in an on call rotation and carry a pager and cell phone from time to time.

Probation Periods: You will be required to serve a probationary period of six (6) months which period may, at the sole discretion of the Company, be extended for such further periods as the Company may consider fit.

Duties and Responsibilities: You shall perform the duties and responsibilities as set by the Company and that are consistent with your position within the Company. You must act in the best interests of the Company, serve it faithfully and diligently and comply with all legal requirements applicable to you and all lawful directions issued to you by the Company from time to time.

You agree that you shall not at any time during the term of this Agreement, without the prior written consent of the Company, be engaged, employed, concerned or interested, directly or indirectly, in any other employment, business or occupation that may conflict with your duties to the Company. Further, we have taken note that you are not bound by any competitive clauses by your current employer that would impact your availability and your ability to fully perform your obligations under your employment contract with the Company from the first day of employment.

Terms of Termination: After the conclusion of the probationary period, your employment may be terminated by either party at any time by giving thirty (30) days written notice to the other party. The Company may elect to pay you your salary in lieu of part or all of the notice period.

Your employment may, however, be terminated immediately and without notice at any time if you engage in serious misconduct, willfully or materially breach this agreement or are charged with any criminal offence which in the reasonable opinion of the Company brings the Company or any of its customers, partners or related entities into disrepute.

Effect of Termination: Upon expiry of this agreement pursuant to sections on Termination and Probation, you shall not be entitled to any compensation (other than salary for the days worked), severance pay, or indemnity whatsoever.

Policies and Procedures: You must comply with any policies and procedures (as amended from time to time) of the Company. Your employment is subject to the policies and rules of the Company as amended from time to time.

Entire Agreement: This Agreement, along with the VMware Offer Annex, constitutes the entire agreement between the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter.

Conditions: The present agreement shall be interpreted and given effect exclusively in accordance with the laws of India. The parties agree to submit to the jurisdiction of the court of law in India, with respect to the adjudication of any dispute arising hereunder.

This offer of employment and your commencement and continuation of employment with VMware is conditional upon:

- (a) where relevant, the obtaining of all required employment and/or visa approvals from the relevant government authorities to enable you to work with VMware in India; and
- (b) VMware's satisfaction with the results of any required reference and background checks as well as verification of your employment and salary history. Any false information provided by you or at your request may result in immediate termination of your employment with no payment in lieu of notice or any other compensation to you.

Please note that as a subsidiary of a US technology company, VMware is subject to certain restrictions on hiring nationals of the following countries: North Korea, Syria, Libya, Iran, Sudan, and Cuba. If you are a national of one of these countries, as a condition of this offer of employment, you are required to immediately notify the HR Shared Services Team at apachrss@vmware.com to enable them to determine if any such restrictions apply and their impact on your potential employment with VMware.

We are pleased to have you as a member of the Company and we look forward to working with you. We hope you will find VMware a great and rewarding place to be.

To indicate your acceptance of this offer, please review, sign and return one copy of this offer letter along with the signed VMware Confidentiality Information and Inventions Assignment Agreement and your proposed start date as confirmation of your acceptance of the terms set out within these documents. This offer expires 7 days from the date of this letter. If you do not accept or start by the required date, VMware reserves the right to withdraw this offer of employment.

Should you have any queries or require any clarification of any points, please do not hesitate to contact the Human Resources Department.

Best regards,

Subhash Sathyanarayan
Senior Manager, HR Services

Annexure A Compensation and Benefits

Name: Vigneshbabu A
Position: Member of Technical Staff

PARTICULARS	AMT in INR (Per Annum)
(i) ANNUAL BASIC SALARY:	600,000
(ii) FLEXI BENEFIT PLAN:	600,000
(iii) BASE SALARY (i)+(ii):	1,200,000
(iv) TARGET BONUS (12%):	144,000
(v) ON-TARGET EARNINGS (iii) + (iv):	1,344,000
(vi) PROVIDENT FUND - EMPLOYERS CONTRIBUTION:	72,000
(vii) GRATUITY:	28,860
(viii) DOMICILIARY MEDICAL:	15,000
COST TO COMPANY (v)+(vi)+(vii)+(viii):	1,459,860

Gratuity

As per Payment of Gratuity Act, 1972 and company policy, Gratuity is payable upon termination of employment, retirement, disablement or death up to INR 2,000,000/- subject to continuous service with the company for minimum five years or more.

Overtime Eligibility

The compensation package is inclusive of overtime work as deemed necessary.

Performance Bonus: You will be eligible to participate in VMware's Bonus Plan, pursuant to the terms and conditions of the Bonus Plan, as it may be amended from time to time. You will be eligible for an annual target bonus opportunity of **12%** of your eligible base pay, with the actual payout based on VMware's achievement of its financial goals, retention and your individual performance, as determined by management. Any bonus for which you become eligible will be determined on a semi-annual basis. Newly hired employees are eligible for a pro-rated bonus if they have worked at least four full weeks in a bonus period in accordance with the Company's financial year. VMware reserves the right to modify or discontinue the Bonus Plan and/or your bonus opportunity at any time.

Provident Fund

You will be required to subscribe to the applicable provident scheme. The Company will contribute towards the Provident Fund as required and published by the India Government from time to time.

Domiciliary Medical

You will be reimbursed expenditure on medicines and other domiciliary treatment at actuals with registered medical practitioners. All claims and treatment as reimbursements will be subject to exemptions available under the Income Tax Act and the respective schemes as published by the Indian Government from time to time.

Group MediClaim Insurance

All employees are covered under group mediclaim insurance, as per the Company policy. Under current policy, employee and dependents are covered up to INR 500,000 per year on a family (1+5) floater basis. The term family includes employee, spouse, children (up to 2 children) and parents.

An additional coverage of INR 200,000, INR 300,000, INR 500,000 and INR 1,000,000 over and above the INR 500,000 per year coverage is available. The benefits of the policy are the same as the existing policy. The cost of incremental coverage will be borne by the employee.

Medical insurance cover for employee and dependents as declared at the time of joining by employee will be effected by default from the date of joining the Company. To facilitate prompt enrollment, employees are required to provide all information necessary for the insurance policy immediately on joining.

Mid-term inclusion and insurance coverage for newly married spouse and newborn infant is allowed. To facilitate prompt enrollment, employees are required to provide/update all necessary information with insurance company within 30 days of the event (marriage/ childbirth).

The scheme is discretionary and the Company reserves the right in its absolute discretion to amend the scheme without prior notice.

Group Term Life Insurance

All employees are covered under group term life insurance, as per the Company policy. Under current policy, employees are covered up to 2 times of CTC with a minimum of INR500,000 per year. The term insurance cover for employees is covered from date of joining the Company.

The scheme is discretionary and the Company reserves the right in its absolute discretion to amend the scheme without prior notice.

Group Personal Accident Insurance

All employees are covered under group personal accident insurance, as per the Company policy. Under current policy, employees are covered up to 2 times of CTC with a minimum of INR500,000 per year. The personal accident insurance cover for employees is covered from date of joining the Company.

The scheme is discretionary and the Company reserves the right in its absolute discretion to amend the scheme without prior notice.

Employee Deposit Linked Insurance

All employees are covered under employee deposit linked insurance, as per the Company policy. Under current policy, flat cover of INR 601,000 per year is available for all employees. The employee deposit linked insurance cover for employees is covered from date of joining the Company.

The scheme is discretionary and the Company reserves the right in its absolute discretion to amend the scheme without prior notice.

For detailed information, please refer to policies on VMware intranet. Company benefits and policies are subject to withdrawal, change from time to time at the sole discretion of the Company and without the need of any prior notice to the employees.

ACCEPTANCE

I have read, understood and accept the terms and conditions of the above Offer Letter including the compensation package relating to my services and employment with VMware Software India Private Limited.

{{Signatures:signer1:signature____}}
Employee Signature

{{*Dates:signer1____}}
Date

{{*Names:signer1:fullname____}}
Employee Name

Instructions:

1. Electronically sign and date this letter.
2. Read and sign the attached:
 - a. VMware Software India Private Limited Confidential Information and Inventions Assignment Agreement
 - b. VMware Software India Private Limited Securities Letter
 - c. VMware Software India Private Limited Data Privacy Authorization for New Hires
 - d. VMware Business Conduct Guidelines and Receipt and Acknowledgement
3. You will be asked to complete an application form and background check release, which will be emailed to you separately. Please do so as a matter of priority so that we can commence the background check. Any delay may result in a delay in your start date.

PRIVATE AND CONFIDENTIAL

07/30/2018

Vigneshbabu A

Dear Vigneshbabu,

We intend to recommend to the Compensation and Corporate Governance Committee of the Board of Directors of VMware, Inc. (the "Committee") that you be granted an award of restricted stock units (RSUs) for shares of Class A common stock of VMware, Inc. (the "Company") subject to the terms and conditions of the 2007 Equity and Incentive Plan (the "Plan"), the RSU agreement, which will be provided to you shortly after the grant date, and applicable local laws. Each RSU is an unfunded right to receive one share of the Company's Class A common stock (or cash equivalent if the Company decides in its sole discretion to settle the award in cash) upon vesting provided you meet the requirements for vesting set forth in the RSU agreement.

A recommendation will be made to the Committee that you be granted RSUs as detailed below at a meeting of the Committee after your date of hire. Any RSUs granted to you will be subject to the approval of the Committee and will be governed by the terms and conditions of the applicable grant agreement and the VMware 2007 Equity and Incentive Plan. The details of the grant recommendation are as follows:

Restricted Stock Units

Your RSUs will have a target value of **USD 13,300** (the "Target Value"). The number of RSUs granted to you will be determined as follows: The Target Value divided by the average of the closing sale price per share of VMware Class A Common Stock for the 45 trading days ending on (and inclusive of) the last trading day of the month in which your employment commences. Subject to the terms of the VMware 2007 Equity and Incentive Plan, these RSUs will vest over four years, with 25% of the RSUs vesting after 12 months, and the remaining shares vesting 12.5% semi-annually.

Should you receive RSUs pursuant to our recommendation to the Committee, please be aware that the Company reserves the absolute right in its sole discretion to suspend, modify, cancel or terminate the Plan at any time without compensation to you. Your participation in the Plan is entirely voluntary and the benefits that are afforded under the Plan (if any) do not form an employment contract with the Company or its subsidiaries. The RSUs are not part of your salary or other compensation for any purposes. You are responsible for complying with any applicable legal requirements in connection with your participation in the Plan and for any income taxes and employee social insurance contributions arising from the grant or vesting of your RSUs, the subsequent sale of your shares and the receipt of any dividends or dividend equivalents, if any (regardless of any tax withholding and/or reporting obligations). Further, we recommend that you seek advice from your personal accountant or tax advisor at your own expense regarding the tax implications of any RSUs grants that may be made to you.

In order to receive RSUs, you agree to execute the RSU agreement provided to you by the Company and any additional agreements, documents or instruments that may be required under U.S. or local laws in connection with any RSUs grant under the Plan.

Should you have any questions in respect of the content of this letter, please do not hesitate to contact the Human Resources Department.

Sincerely,

Subhash Sathyanarayan
Senior Manager, HR Services