



# Experiences That Matter

January 27, 2020

**PRIVATE & CONFIDENTIAL**

**Fiza Altaf Razi**

Vishwakarma Institute of Technology,  
666, Upper Indira Nagar, Bibwewadi,  
Pune, Maharashtra - 411037.

Dear Fiza,

**EMPLOYMENT AGREEMENT**

I am pleased to offer you employment as **Software Engineering Senior Technical Associate** (external title: **Software Engineer**) (Senior Technical Associate level) with Avaya India Pvt Ltd or any of its affiliates (including Avaya Inc.) (Hereinafter referred to as "Avaya") commencing on or before **July 06, 2020**. In this position, you will report directly to Ramnath Krishnan, Software Sr Engineering Manager. This agreement will come into effect only after the successful completion of the background screening process. Avaya will not be liable, should it decide to terminate this employment agreement on the basis of the findings of the background screening process. The terms and conditions of employment are as follows:

**Compensation**

Your Cost to Avaya will be **INR 66,667/-** per month. This brings your total compensation to **INR 800,000/-** per annum. Your total compensation will comprise annual basic salary, flexible benefits, provident fund and superannuation.

**Allowances and Perquisites**

Other monthly/annual allowances, reimbursements, benefits and perquisites applicable to you are described in the annexure to this letter. Detailed policies/procedures/rules and regulations governing the monthly/annual allowances, reimbursements, benefits and perquisites will be given to you after you join us.

Avaya India Private Limited,  
AMR Tech Park-II, No. 23 & 24,  
Hongasandra, Hosur Main Road,  
Bangalore - 560068.  
Fax : +91 80 67153021  
Phone : +91 80 67153002/03/04  
CIN.Number:  
U72200MH2000PTC209895

### Variable Incentive Plan

Avaya offers an Annual Incentive Plan (AIP) that provides an opportunity for award payments following the end of the fiscal year (Avaya's fiscal year is October 1 through September 30). Each eligible employee's AIP payment is based on several factors, including individual contribution and company performance. Your annual opportunity is **3%** of your Base Salary ("Opportunity"). Your actual payout could be anywhere between 0%-200% of the Opportunity based on individual and company performance. Plan payments will be pro-rated based on your start date for time in the Plan, and if you will be joining us in the final quarter of the fiscal year (July through September), you will not be eligible for a year-end incentive payment, as your eligibility in the Plan will begin with the start of the new fiscal year. Our incentive programs are reviewed annually and subject to change. More specific information about Avaya's incentive plan design, metrics, and targets is typically communicated to employees during the first quarter of each fiscal year and will be viewable on the Company intranet after your hire date.

### Relocation Allowance & Company Paid Accommodation

To assist with your relocation to Pune, you will be provided with a one-time taxable relocation allowance of INR **25,000/-** which is intended to assist you with relocation related services as mentioned in the below paragraph. Apart from relocation allowance, you may avail company paid accommodation in a hotel for an initial period of 14 days or claim the reimbursement for own arrangements, subject to prior written approval by Avaya. If you voluntarily resign or are terminated "for cause" from Avaya within 12 months after your commencement date, the whole amount of the relocation allowance and company paid accommodation or reimbursement for accommodation will be treated as a loan and you will need to repay the full amount of this allowance.

The receipts in original for any /all of the following can be produced to claim relocation allowance amount – Bills for packing, transport and unloading of household articles, vehicles, travel tickets for self and spouse in Pune. The amount should be claimed within 3 months from the date of joining. If due to some reason you are unable to submit the bills/ receipt within 3 months, the amount would be paid to you through your 4th month payroll, subject to tax.





## Campus Incentive

You will be eligible for a campus incentive that will be paid in 2 installments. Here are the details of your campus incentives payout:

1. The first installment of INR 120,000 will be paid in December 2020.
2. The second installment of INR 120,000 will be paid in June 2021.

Note: The above incentive is a taxable component. If you voluntarily resign or are terminated "for cause" from Avaya within 12 months of the payout date, the whole amount of the campus incentive will be treated as a loan and you will need to repay the full amount paid to you.

## Crèche Facility Reimbursement: [Applicable only for Female employees]

Female Employees are eligible for reimbursement of crèche facility/day boarding/school fees of their children aged from 6 months to 3 years of age subject to a maximum limit of INR 7500/- per month including applicable GST or other taxes, if any, or 50% of the actual fees paid monthly, whichever is less. For the avoidance of doubt, this benefit is applicable for up to 2 children

## Annual Leave Entitlement

You will be entitled to 18 working days annual leave for each completed year of service. New employees are entitled to annual leave calculated on a pro-rated basis from the commencement date to the end of the fiscal year.

Increment in the number of annual leave days follows the existing Annual Leave Policy.

Avaya shall, during the term of this Agreement, provide Employee with benefits as set out in the enclosed schedule. Such benefits plan may be changed from time to time by Employer in accordance with standard health and welfare benefit policies.

## Statutory Requirement Before Joining – Aadhaar Linked PF

As per the recent order from Employee Provident Fund Department, All new employees are required to submit Aadhaar details matched with the UAN (Universal Account Number) data of your Provident Fund, without which PF contributions cannot be remitted to your PF account.

You are required to submit your Aadhaar and UAN details prior to your joining and in case of any mismatch of Aadhaar and UAN data; you will be solely responsible to get it rectified from your local Aadhaar Center before the joining date. If in case any further query please contact your recruiter for more details.





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## Personal Income Taxes

All your personal income taxes will be your personal responsibility irrespective of your citizenship. If you possess citizenship or permanent residency outside India, you will be responsible for all tax liability including those outside India.

## Retirement Age

You shall be retired from the services of the Company on attaining the age of sixty (60) years and shall not have any claim to be continued in service thereafter. The actual date of retirement shall be the last working day of the calendar month in which your sixtieth birthday falls.

## Termination of Employment

You acknowledge and agree that your employment with Avaya is subject to applicable law and the then applicable Avaya's policies and procedures. Either party may terminate this agreement by giving Sixty (60) days written notice to the other party. Avaya reserves the right to pay to you the salary (Monthly Gross Salary) in lieu of the said notice period. Here, the salary in reference shall mean Annual compensation (i.e. without variable pay).

Upon receipt of any notice of termination (i.e. resignation letter) from you, Avaya may in its sole discretion relieve you of your duties before the expiry of the notice period by paying to you the applicable pro-rated salary (Monthly Gross Salary) in lieu of the outstanding notice period. Further, Avaya may (but is not obliged to) relieve you of your duties before the expiry of the notice period if you request to be so relieved and Avaya agrees in its sole discretion to do so, subject always to your payment to Avaya of an amount equivalent to the applicable pro-rated salary (Monthly Gross Salary) in lieu of the outstanding notice period.

Upon termination of employment with Avaya, and regardless of the reason for such termination, you will promptly return to, or leave with Avaya all documents, records, notebooks, computers, laptops, magnetic tapes, disks or other equipment or materials, including all copies, in your possession or control which contain any Confidential Information or any other information concerning Avaya or any of its affiliates, or any of their respective products, intellectual property, services or clients.

In the event of termination, Avaya reserves the right to recover from you or withhold from any amounts payable to you at the time of such termination or subsequently, any monies paid to you by Avaya in advance or otherwise as per Avaya's then applicable policies.





# Experiences That Matter

## Confidentiality Agreement

It is critical that Avaya take steps to protect its business interest. This includes but not limited to intellectual property and confidential information and protection from competitors. Accordingly, you are required to sign the attached "Employee Agreement Regarding Intellectual Property, Confidential Information and Non-Competition". You may also be required to enter into further Confidentiality Agreements with the Company, as Avaya may reasonably require.

## Others

You will be required at all times to comply with any and all instructions and regulations of Avaya and that you will be personally liable for any loss caused to Avaya by any illegal or dishonest conduct by you.

Payments and benefits under these plans and programs, as well as other payments referred to in this letter and attached documents, may be subject to India Salaries Tax. Avaya reserves the right to discontinue or modify the compensation, incentive, benefit, perquisite plans, programs, or practices. Moreover, the very brief summaries contained herein are subject to the terms of such plans, programs and practices.

Avaya shall have the right to assign this Agreement to any of its subsidiaries or affiliated companies.

I would appreciate if you will confirm acceptance of this offer by signing and returning to me the duplicate copy of this letter and the "Employee Agreement Regarding Intellectual Property, Confidential Information and Non-Competition" within 7 days, failure of which may be treated as your decline of our offer.

I welcome you to Avaya and wish you a rewarding career.

On behalf of  
Avaya India Pvt Ltd

**Roopali Gahiwad**  
HR Business Partner Sr Manager

Encl.

I agree and accept the offer on  
the above terms and conditions

**Fiza Altaf Razi**  
ID No. / Passport No.:





# Experiences That Matter

## Employee Agreement Regarding Intellectual Property, Confidential Information and Non-Competition

IN CONSIDERATION of my employment by Avaya India Private Limited or any of its affiliates (including Avaya Inc.) (hereinafter "Avaya"), and my continued employment during such time as may be mutually agreeable, and of the opportunity to receive Avaya private or proprietary information, and other good and valuable consideration:

1. I hereby assign to Avaya or its designee all my rights, titles and interest in and to all "Intellectual Property", as defined below, made, created, developed, written or conceived by me during the period of such employment, whether during or outside of regular working hours, either solely or jointly with another, either in the course of such employment, or relating to the actual or anticipated business or research or development of Avaya, or with the use of Avaya's time, material, private or proprietary information, or facilities. As used in this Agreement, Intellectual Property means all (i) tangible and intangible work products, inventions, discoveries, designs, improvements, ideas, know-how, computer or other programs and related documentation, works of authorship, and business relationships and goodwill generated by me ("Work Product and Inventions"); and (ii) patents, copyrights, trademarks, trade secrets and other proprietary rights arising out of or related to the Work Product and Inventions.

I further understand and agree that the decision whether or not to commercialize or market any Intellectual Property developed by me solely or jointly with others is within Avaya's sole benefit and that no payment will be due to me as a result of Avaya's efforts to commercialize or market such Intellectual Property.

2. I will promptly disclose all Intellectual Property to Avaya and without charge to Avaya but at its expense, execute a specific assignment of title to Avaya and do anything else reasonably necessary to enable Avaya to secure a patent, copyright, or other form of protection for said Intellectual Property anywhere in the world.

3. I further agree that I will keep in confidence and will not, except as required in the conduct of Avaya's business or as authorized in writing on behalf of Avaya, publish, disclose, or use, during and after the period of my employment, any private or proprietary information which I may in any way acquire, learn, develop, or create by reason of my employment.

I further agree that I will not without the prior written consent of Avaya, both during and for a period of six (6) months after termination of my employment with Avaya for any reason, on behalf of or for any competitor of Avaya:

- work on tender(s) issued by any party(ies) on which I worked on during the three (3) years prior to the termination of my employment with Avaya, or
- render information about any customer of Avaya about whom I gained any proprietary or confidential knowledge or with whom I worked during the three (3) years prior to the termination of my employment;

**Avaya confidential – Use Pursuant to Company Instruction**





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4. During my employment with Avaya and for a period of one (1) year thereafter, I will not hire any employees of Avaya and I will not, directly or indirectly, solicit, induce, recruit or encourage any Avaya employees to terminate their employment with Avaya, except as may be required in the performance of my duties for Avaya;

5. On or prior to termination of my Avaya employment, or at any time upon the specific request of Avaya, I will return to Avaya (and will not keep in my possession, recreate or deliver to anyone else) all (i) private, proprietary or confidential property or materials (in any form, including tangible or electronic) furnished to or obtained by me in the course of my employment, and (ii) embodiments of Work Product and Inventions.

I further agree that upon termination of employment with Avaya, I will immediately inform Avaya of the identity of my new employer (or the nature of self-employment) and of my new title and job responsibilities, and hereby authorize Avaya to provide a copy of this Agreement to any new employer. Further I will provide such information as Avaya may request to determine my compliance with the terms of this Agreement;

6. Avaya is extremely mindful of the critical nature of third party proprietary information. Accordingly, I hereby represent that, during the course of my employment, I will not bring any such materials to Avaya or expose any Avaya employees to any such materials including, but not limited to, trade secrets, price lists, non-public organizational charts, pricing information, marketing plans, competitive analyses, and customer lists. Under no circumstances may any such information be used to further Avaya in the marketplace. Additionally, any valid restrictions, covenants, or confidentiality agreements which I have previously agreed upon with former employers, must be adhered to in the course of my employment with Avaya to the extent enforceable based on applicable law. To that end, I acknowledge that Avaya has not, and will not, require, request, or induce me to violate the confidential interest of any third parties, including Avaya's competition. In the event of any breach of this provision, I agree to indemnify & hold Avaya harmless for any claims, actions, suits or proceedings arising thereto.

I further agree that I will not incorporate, or permit to be incorporated, any Prior Invention owned by me or in which I have an interest into an Avaya product, process or machine without Avaya's prior written consent. Notwithstanding the foregoing sentence, if, in the course of my employment with Avaya, I incorporate into an Avaya product, process or machine (a "Prior Invention") owned by me or in which I have an interest, Avaya is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

**Avaya confidential – Use Pursuant to Company Instruction**

A handwritten signature in black ink, appearing to read "J. L. Lish", is written over the confidential notice.





## Experiences That Matter

7. I acknowledge that my breach of the obligations under this Agreement cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, I agree that if I breach any of these covenants, Avaya will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. I further agree that no bond or other security shall be required in obtaining such equitable relief and I hereby consent to the issuance of such injunction and to the ordering of specific performance.

8. If one of the provisions in this Agreement is determined, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and the remaining provisions shall continue with full force and effect. Also, if one or more provision of this Agreement shall be determined by any court to be too broad as to time, duration, geographical scope, activity, or subject, it will be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law.

9. This Agreement is binding upon my heirs, executors, administrators and other legal representatives and inures to the benefit of Avaya, its successors and assigns. As between me and Avaya, only Avaya may assign its rights or obligations under this Agreement. All amendments must be in writing and signed by Avaya and me.

10. I further agree that this Agreement does not constitute a contract of employment and that this Agreement does not constitute an offer or assurance of employment or any other affiliation with Avaya, and I understand that, unless I have a separate written agreement providing otherwise, my employment is at will and either Avaya or I can terminate my employment at any time for any reason.

Employee's Signature

Employee's Name (Print)

ID/Passport No.

Avaya confidential – Use Pursuant to Company Instruction



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TOTAL REMUNERATION WORKSHEET			
<b>Name</b>	Fiza Altaf Razi		
<b>Corporate Title</b>	13-STA		
<b>Compensation Components</b>			<b>INR</b>
<b>Basic Salary [36% of Annual Com]</b>			288,000.00
<b>Flexible Benefits</b>			441,440.00
<b>Sub-total</b>			729,440.00
Provident Fund	12.00%		34,560.00
Superannuation	12.50%		36,000.00
<b>Sub-total</b>			70,560.00
<b>Annual Compensation*</b>			800,000.00
Avaya Award Opportunity**	3%		24,000.00
<b>Total Target Cash</b>			824,000.00
<b>Gratuity***</b>	4.81%		13,853.00
<b>TTC includes Gratuity</b>			837,853.00
* Annual compensation is Fixed compensation			
**The Avaya Award Opportunity is a variable component and is dependent on the Individual's performance.			
*** You are entitled to gratuity benefits and the payment is governed by the Payment of Gratuity Act, 1972.			
Your salary is confidential and should not be shared with other employees. Discussion about your salary should be with your supervisor/manager or Human Resources Manager.			

  
**Roopali Gahiwad**  
 HR Business Partner Sr Manager