



Verizon Data Services India Pvt. Ltd.

Regd. & Corp. Office:

8th Floor, Citius Block - B, Olympia Technology Park
Plot No. 1, SIDCO Industrial Estate
Guindy, CHENNAI - 600 032. INDIA

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www.verizon.com

CIN: U72300TN2001PTC046551

Saturday, September 28, 2019

Kalai Ravi
No-20, Netaji Nagar South Street,
Thiruvanmiyur,
Chennai,
Chennai

Dear Kalai,

We are very excited to formally offer you the position of MTS I-Sys Engrg in Chennai for Verizon Data Services India Private Limited (the "Company") beginning on Monday, October 21, 2019. This letter describes the terms and conditions of your employment. Your employment is subject to satisfactory completion of background and reference checks, the absence of any bars or restrictions on your employment with the Company and your acceptance of these terms and conditions.

Employment Status

You will be on probation for an initial period of six (6) months, which the Company may extend in its sole discretion. During your probationary period, the Company can dispense with your services at any time by giving thirty day's notice or payment of salary in lieu thereof.

Compensation

Your compensation is as set forth in ANNEXURE I. This compensation shall be paid to you in accordance with the Company's normal payroll practices. You are expected to keep your compensation information confidential. All amounts payable to you by the Company pursuant to your employment shall be subject to requisite tax and other statutory deductions in accordance with applicable laws.

Leave and Benefits Plan

You will be eligible for leave and benefits as per Company policy.

Indian Statutory Schemes

You will be covered under the Employees Provident Fund Scheme from your date of joining the Company. In addition, at the time of separation from service, you may be entitled to gratuity under the Payment of Gratuity Act, 1972 and the Company's policies.

Compliance Documents and Personnel Policies

At our company, our reputation is a critical asset. Each and every one of us must focus on making it a point of pride. Our Code of Conduct clearly outlines our roles and responsibilities as employees and members of the Verizon community, and provides guidance on our daily decisions that affect the welfare of the Company. It is part of our culture, part of the way we do business. If you decide to accept our offer of employment, please read the Code in advance of your first day of employment; it is available via Verizon's external web site at: <http://www.verizon.com/about/our-company/code-conduct> Upon commencement of your employment, you will be required to complete a series of New Employee Forms, which will include a certification that you have read, understand and will abide by the Code in the course of your employment.

In addition, the Business and Scientific Information and Security Agreement (see Schedule 2) will apply during your employment. Moreover, your duties may require you to travel to and from Chennai. You may also be required to spend

days away from Chennai depending on the requirements of your position. You should make yourself familiar with our travel and expense reimbursement policy.

Finally, Company personnel policies and practices will apply to situations not specifically addressed in this letter. The Company may, at its sole discretion, change these from time to time.

Data Privacy

Throughout the course of your employment with the Company, the Company needs to collect personal information from you and about you and share this with its affiliates and third parties acting on behalf of the Company. This information permits the Company to handle any matters or issues arising out of or in connection with your employment. Schedule 3 sets out the way in which the Company will collect, use and process your personal information. Please review and consent to the collection, processing and sharing of your personal information.

Confidentiality

Your employment is subject to you signing the Confidentiality and Non-Solicitation Agreement which is provided as Schedule 4. The Confidentiality and Non-Solicitation agreement should be initialed by yourself on each page, and signed and witnessed on the bottom of the last page.

Use of Company Systems

All messages composed, sent, stored or received on or using the electronic communications system of the Company are and will remain the property of the Company. The Company reserves the right to access, inspect, review and monitor, at any time and without notice, your use of any of the Company's communication systems and/or any equipment.

Separation from Service

The Company may terminate your employment at any time, without notice or payment in lieu of notice, for cause including but not limited to: (a) inattention or negligence in the performance of your duties and obligations; (b) breach of the terms and conditions of this letter; or (c) any other action or inaction on your part that would constitute adequate cause for termination pursuant to any policy of the Company or any applicable law.

You may voluntarily resign from employment with the Company at any time on giving a prior written notice of two (2) months to the Company. The Company may at its sole discretion waive all or part of the notice or allow you to pay in lieu of the notice. Any resignation must be accepted by the Company to become effective. Once accepted, you cannot withdraw the resignation unless specifically approved in writing by the Company.

The Company may terminate this agreement at any time for any reason whatsoever by giving you two (2) months' notice in writing or payment of your salary in lieu thereof. You agree and accept that any statutory or other "last in first out" rule or any modifications thereof shall not apply in the event of the termination of this agreement for any reason whatsoever.

The Company's mandatory retirement age is set forth in its policies.

Transfer/Deputation/Secondment

It is expressly understood that your services are transferable to any of our affiliated companies in India or abroad, at the sole discretion of the Company. You may also be deputed/seconded to any of our affiliated companies, clients or customers at the sole discretion of the Company.

Prohibition of External Employment

In addition to any restrictions set forth in the Code of Conduct, you may not, without the prior written permission of the Company, directly or indirectly undertake any external employment, work or public office, or render advisory or other services (paid or otherwise) to an external business enterprise.

Deductions

You agree and acknowledge that the Company may, subject to applicable laws, at any time during the term of employment or at your separation from employment, deduct from your salary, or final settlement, any amounts owed by you to the Company or any costs incurred by the Company due to any damage or loss to Company property or assets caused by you.

Miscellaneous

This letter shall be governed and interpreted according to the laws of India. The courts at Chennai shall have the exclusive jurisdiction to entertain any dispute, controversy, claim or breach arising out of or in relation to this employment agreement. Amendments to, or waivers of, the terms of letter must be in a writing executed by you and the Company. If any provision of this letter is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining terms and conditions will remain in full force and effect. Any invalid or unenforceable provision of this letter will be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision. No delay, failure or omission by the Company to exercise any of its powers, rights or remedies under this letter will waive any of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them. This letter and its schedules constitute the entire understanding relating to terms of employment between you and the Company and supersedes all prior offers, agreements, statements or representations, written or oral, between you and the Company.

We welcome you to the Verizon family. We are confident that your skills and experience will be a significant asset in meeting the challenges that are ahead, and we look forward to sharing your successes. Please return a copy of this letter and the attached Schedules after they are signed. You will receive duplicate copies on returning them to us.

Yours faithfully,
For Verizon Data Services India Private Limited



Balamurugan Muthukumaraswamy
Senior Manager - Talent Acquisition

I agree to the terms of employment set forth in this letter.

Signature of employee

Printed Name

Date

Please return this letter and the Schedules by Tuesday, October 1, 2019 to:

Talent Acquisition Team
Verizon Data Services India Pvt. Ltd.,
Plot No: 1, Citius Block 'B',
Olympia Tech. Park,
SIDCO Industrial Estate,
Guindy, Chennai - 600 032
Tel: 044 - 4394-3994
Fax: 044 - 4394 5001

If we do not receive these by Tuesday, October 1, 2019, this offer will expire.

**ANNEXURE I
SALARY STRUCTURE**

Name: Kalai Ravi

Designation: MTS I-Sys Engrg

COMPONENTS	ANNUAL	MONTHLY
BASIC SALARY	253000	21083
HOUSE RENT ALLOWANCE	126500	10542
STATUTORY BONUS +	26400	2200
FLEXI BENEFIT PLAN #	161471	13456
MONTHLY GROSS	567371	47281
PROVIDENT FUND	30360	2530
GRATUITY	12169	1014
GROUP MEDICAL INSURANCE*	22600	1883
COST TO COMPANY	632500	52708
VERIZON INCENTIVE PAY AS PER POLICY: TARGET RANGE 0-10% OF CTC**	63250	
GRAND TOTAL	695750	

+ Statutory bonus is payable to employees up to Band 7 under the provisions of the Payment of Bonus Act, 1965. Please note that if you move above Band 7 you will cease to receive this amount and the same will be added as part of the Special Allowance in your salary.

*This is the actual cost of insurance policy in respect of an employee and it varies from year to year.

**Verizon Incentive Pay is purely based on individual and organizational performance and at the discretion of the management. This component is non-negotiable.

Employees can allocate their "Flexi Benefit Plan" amount under five (5) heads of reimbursements, viz., Medical, Meal voucher, Telephone, Leave Travel Allowance and Vehicle Reimbursements subject to eligibility thresholds applicable to their job bands ("Reimbursements"). Unallocated or remaining "Flexi Benefit Plan" amount will be paid as Special Allowance on a monthly basis. Unclaimed Reimbursements will be paid to the individual as an allowance at the end of the financial year subject to applicable tax. For more details on eligibility and limits, please refer the Compensation Policy on About you.

Yours faithfully,
For Verizon Data Services India Private Limited



Balamurugan Muthukumaraswamy
Senior Manager - Talent Acquisition

Schedule 2

BUSINESS AND SCIENTIFIC INFORMATION AND SECURITY AGREEMENT

I, the undersigned, in consideration of my employment by the Company (as hereinafter defined), and for the compensation paid to me, and for the opportunity given to me to become acquainted with the Company's business, trade secrets, and proprietary information, hereby agree as follows:

1. The following Terms shall have the following meanings within the context of this Business and Scientific Information and Security Agreement ("Agreement"):
 - a. The "Company" means Verizon Data Services India Private Limited or a parent or a subsidiary, directly or indirectly, controlling or controlled thereby, and their successors, assignees, or designees.
 - b. "Creative Property" means all inventions, trademarks, concepts, discoveries, developments, creations, and ideas. Such Creative Property shall include, but not be limited to, all processes, training materials, machines, manufactures, compounds, compositions of matter, computer software, computer firmware, improvements thereto and know-how related thereto, whether patentable or not.
 - c. "Writings" means the tangible expression, in any form, of information relating in any manner to the research, development, sales, marketing, training, manufacturing, or other business activities of the Company. Such Writings shall include, but not be limited to, blue-prints, designs, diagrams, documents, notes, notebooks, flow charts, specifications, manuals, reports, photographs, photomasks, training materials, computer software, and computer firmware.
2. I agree that all Creative Property made or conceived by me, either alone or together with others, while I am an employee of the Company shall be the sole and exclusive property of the Company. However, the Company shall not acquire any rights to any invention developed by me either alone or together with others, that did not involve the use of any trade secret, proprietary information, equipment, supplies, or facilities of the Company, and that occurred entirely on my own time, or our own time in the case of joint inventions. The exceptions to this latter rule are if:
 - a. the invention relates directly to the business of the Company, or to the Company's actual or demonstrably anticipated research or development, or
 - b. the invention results from or is based upon any work performed by me or my joint inventor(s) for the Company.
3. I agree that all Writing prepared by me either alone or together with others while I am an employee of the Company, including all rights therein, shall be the sole and exclusive property of the Company. I agree to hold all Writings in confidence until and unless the Company has otherwise released me, in writing, from that obligation.
4. I hereby irrevocably assign, grant, transfer and convey absolutely and forever to and for the benefit of the Company, all my right, title and interest in the whole of my rights whether now or hereafter created, throughout the universe, in any and all Creative Property and Writings that are the property of the Company pursuant to paragraph 2.0 or paragraph 3.0. Upon the execution of this Agreement, the Company shall become the sole and absolute owners of all the rights in any and all Creative Property and Writings conceived or made by me while I am an employee of the Company within the scope of paragraph 2.0 or paragraph 3.0 of this Agreement. To the extent I am otherwise deemed to be the owner or licensee of any intellectual property embedded in or utilized by any Creative Property or Writings that I create during my employment by the Company, I hereby assign (or license if I am a licensee) to the Company all worldwide rights in such intellectual property necessary or appropriate for the full and exclusive enjoyment and commercial exploitation by the Company of such Creative Property or Writings.
5. I agree that notwithstanding the provisions of Section 19(4) of the Indian Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. I further acknowledge and agree that I will waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Indian Copyright Act, 1957. I also agree to assist and cooperate with the Company in perfecting the Company's rights in the Creative Property or Writings.
6. I agree that during and after my employment with the Company I will promptly review, sign and return all papers to the Company or its designated representatives which, in the discretion of the Company are required:

- a. to obtain for the Company all rights in Creative Property and Writings, including all patent rights and copyrights, or
 - b. to maintain or uphold any rights of the Company in all Creative Property and Writings. I further agree to give such other assistance as the Company may need (but at the Company's expense) in any proceeding in any country.
7. I agree that during and after my employment with the Company I will disclose in writing to the Company or its designated representatives all Creative Property and Writings made, conceived, or produced by me either alone or together with others while an employee of the Company. This obligation shall exist as to any Creative Property and Writings whether or not I believe it would become property of the Company under any provision of this Agreement.
8. I agree that all writings, materials, or devices containing trade secrets or proprietary information, whether produced for the Company by me or others, which I acquire or gain access to as a result of my employment with the Company shall be the sole and exclusive property of the Company. These include computer programs, documentation, testing materials, internal company communications, design information, interface information, passwords and other information used to access company or customer systems or data, as well as information concerning the company's networks, customers, or vendors. ("Proprietary Information"). I further agree that in the event of the separation of my employment by me or by the Company for any reason, I will promptly deliver to the Company all such Proprietary Information, and I will not take with me any such Writings, materials or devices or any copies thereof.
9. I agree that by signing this Agreement the Company does not wish to acquire, or require me to use in the performance of my responsibilities at the Company, any trade secrets or proprietary information of which I had knowledge before becoming an employee of the Company. I agree not to reveal such trade secrets and other proprietary information to the Company or any of its representatives. I also agree not to use such trade secrets and other proprietary information in the course of the performance of my work for the Company.
10. I agree that while I am an employee of the Company, I will not knowingly or intentionally violate the valid provisions of any software license agreement or confidentiality agreement entered into with a third party either by me or by the Company, such as by making unauthorized copies of software of the third party which is acquired by or assigned to me for use, custody, or control. I also agree that I will not knowingly or intentionally violate any intellectual property rights of third parties, such as copyrights.
11. I agree that I will abide by any rules or instructions provided by the Company concerning the security of the Company's facilities, physical property and information as well as all rules and instructions provided by the Company with respect to the proper scope of work performed and data accessed by me under the Company's "Project Clearance" guidelines.
12. I agree that I will not use the Company's software, equipment or networks for non-business use, except as allowed under the Code of Conduct and I will abide by any instructions by the Company with respect to use of the Company's software, equipment or networks.
13. I agree that any portion of the Agreement which a court of competent jurisdiction determines to be void or unenforceable because it is against public policy or for any other reason, shall be disregarded and shall not affect any other provisions of the Agreement.
14. I further agree that the court, upon the request of the Company, may change and interpret any provision which would otherwise be void or unenforceable so that it will be valid and enforceable to the maximum extent permitted by law.
15. I agree that my heirs, executors, administrators, representatives, and assigns shall be legally bound by this Agreement.
16. I agree that this Agreement may not be amended except by a written document signed by me and an authorized officer of the Company.
17. I agree that any prior agreement which I made with the Company concerning the subject matter contained herein shall be replaced by this Agreement.
18. I represent to the Company that I am under no restriction or obligation, by contract or otherwise, which would preclude me from joining the Company.

19. I agree that for a period of twenty-four (24) months following my separation of employment contract for any reason from all Verizon Companies, I will not
- Personally engage in "Competitive Activities" (see definition below); or
 - Work for, own, manage, operate, control or participate in the ownership, management, operation or control of, or providing consulting or advisory services to, any individual, partnership, firm, corporation, or institution engaged in "Competitive Activities."

Competitive Activities means business activities relating to products or services of the same or similar type as the products or services which (i) are sold (or, pursuant to an existing business plan, will be sold) to paying customers of one or more Verizon Companies, and (ii) for which you had responsibility to plan, develop, manage, market or oversee, at any time within the twenty-four (24) months preceding your separation of employment for any reason from all Verizon Companies. Notwithstanding the previous sentence, a business activity will only be treated as a Competitive Activity if it occurs within the territory served by the Verizon Companies as of your date of separation.

I agree to the terms set forth in this Agreement.

Signature of employee

Printed Name

Date

Schedule 3

EMPLOYEE DATA PRIVACY AGREEMENT

Verizon Data Services India Private Limited (the "**Company**") may use your personal data in the following ways, without limitation:

1. The Company maintains various personal information about each employee as well as some independent contractors ("**Employee Data**"), including home address, marital status, educational background, history with the Company, areas of expertise, salary, bonuses and other benefits.
2. Employee Data is used in furtherance of the employment or contractor relationship, to administer benefits, process the Company's payroll, to withhold taxes and administer other obligatory withholdings, and to comply with various reporting or disclosure obligations under applicable laws and regulations.
3. The Company stores Employee Data in controlled-access, centralized databases in the United States and in paper and electronic files located locally. The electronic databases are controlled by specially authorized administrative human resources staff only and can be accessed only by those authorized users. Such authorized users may be located inside or outside the United States. The Company places certain information, such as names, pictures, and business contact numbers, in internal company directories that are accessible by all employees of the Company. The Company reserves the right to store Employee Data in controlled-access, centralized databases outside the United States and in paper and electronic files located outside India.
4. As the Company is part of a global enterprise, comprised of a group of companies operating internationally, Employee Data will from time to time be transferred between affiliates of the Company to achieve the objectives described above and Employee Data may be accessed by Company employees outside the country in which it is collected. Likewise, as part of its normal operations, the Company will need to make some Employee Data available to auditors, outside professional advisors, and contractors (e.g., payroll processing contractors) under a duty of confidentiality ("Authorized Third Parties") to achieve the objectives described above. Although in each case most of the recipients of Employee Data will be located locally within the country in which the data is collected, others may be located in the United States or elsewhere. Such recipients may be located in countries that do not afford statutory protections for personal information equivalent to those within the country in which the data was collected. Nevertheless, the Company will, at all times, endeavor to protect Employee Data, regardless of whether it is used locally or transferred internationally to affiliates of the Company, or is in the hands of Authorized Third Parties. The Company will do this by putting place contractual limitations on Authorized Third Parties' rights to use the Employee Data disclosed to them and by use of commercially reasonable security measures.
5. Where relevant to the job function of the employee, the Company may also supply employee business contact information to customers of affiliates that are part of the Company.

In addition to information about yourself, you may also have provided the Company with information about your dependents, relatives and friends ("**Dependents**") for health and other insurance policies and in connection with emergency contact details. By signing this form you confirm that those persons are aware that you have provided their data to the Company and furthermore that they consent to the Company storing and using their data for the purposes for which you provided it.

You have the right to periodically review, update and/or correct your Employee Data. Please see your Human Resources representative for further information and assistance. In addition, you should feel free to approach your Human Resources representatives if you have any further questions about your Employee Data.

Please affirm your consent to the Company's collection, processing, disclosure and transfer of your personal information and that of your Dependents as described above by signing this form in the space provided below.

Thank you for assisting the Company in its efforts to work within the legal framework established by privacy legislation.

I consent to the Company's collection, processing, disclosure and transfer of my personal information and that of my Dependents as described above.

Signature of employee

Printed Name

Date

Schedule 4

CONFIDENTIALITY AND NONSOLICITATION AGREEMENT

In consideration of my employment by Verizon Data Services India Private Limited (the "**Company**"), and in consideration of the wages and/or commissions and benefits paid to me by the Company in connection with my employment, as a condition of my employment, wages and/or commissions, and benefits, I covenant and agree with the Company as follows:

1. Company Information. I agree that, for the purpose of this Agreement, the phrase "Confidential Company Information" shall mean information possessed by the Company and/or its other affiliates, successors or assigns (hereinafter referred to as "Verizon Group") and their business activities not generally known, which is used or is useful in the conduct of the Verizon Group business or which confers or tends to confer a competitive advantage over one who does not possess the information or know of the activities. Confidential Company Information includes but is not limited to the lists of the Verizon Group's existing and prospective customers, the type of equipment or its configuration used by the Verizon Group and the marketing and business plans of the Verizon Group, each and all as may exist from time to time. Confidential Company Information also includes information received by the Verizon Group from others which the Verizon Group has an obligation to treat as confidential. All other information which becomes known to me as a result of my employment, which the Verizon Group takes measures to protect, shall also be regarded as Confidential Company Information.
2. Non-Disclosure. I recognize and acknowledge that Confidential Company Information comprise valuable, special and unique assets of the Company's business. I will never, except as authorized by the Company in the performance of my duties, directly or indirectly, use or disclose any trade secret. During my employment by the Company and thereafter, I will not, except as authorized by the Company in the performance of my duties, directly or indirectly use or disclose to any person or entity any Confidential Company Information that I have or may acquire during my employment by the Company (whether or not developed or compiled by me and whether or not I have been authorized to have access to such Confidential Company Information). I will never take plans or specifications of Confidential Company Information, including equipment, software, types of configurations, list of the Verizon Group's customers, marketing and business plans or any part thereof to any person or entity for any reason or purpose whatsoever. Upon termination of my employment with the Company all records regarding any Confidential Company Information will be left with the Company.
3. Non-Solicitation. During my employment and for a period of twelve (12) months from and after the lawful termination of my employment, I will not, either directly or indirectly, separately or acting with or on behalf of others: (i) employ, solicit, persuade, or entice any Verizon Group managerial or technical employee to discontinue employment with the Verizon Group, to work for a competing enterprise; (ii) solicit the business of any Verizon Group customer, or any person or enterprise with which the Verizon Group has conducted business, supplied materials or performed services or whose business the Verizon Group had solicited during the 90 days prior to my termination, for the benefit of an enterprise competing with the Verizon Group and with which I or someone reporting to me was materially involved on behalf of the Verizon Group; or (iii) do business with or deal with any customer or person or entity for which the Verizon Group has done or solicited business during the ninety days prior to my termination for the benefit of any enterprise competing with the Verizon Group and with which I or someone reporting to me was materially involved on behalf of the Verizon Group.
4. Enforcement. In the event of a breach or threatened breach by me of the provisions of the Agreement, I agree that the Company shall be entitled to an injunction restraining me from disclosing, in whole or in part, Confidential Company Information (including, without limitation, trade secrets), and/or from rendering any services to any person or entity to whom such information, in whole or in part, has been threatened to be disclosed. I acknowledge and agree that the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted or modified, as applicable. Nothing herein shall be construed to replace or affect other legal rights of the Company or as prohibiting the Company from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages from me. I agree that should the Company prevail in such action, the Company will be entitled to recover from me its reasonable attorneys' fees and costs. If a court should refuse to enforce any covenant because of geographic area or scope extensiveness, I agree the court may revise the covenant to the extent necessary for enforcement. This Agreement shall not supersede or be in lieu of any other duty or agreement restricting activities reference herein or addressing rights or remedies of the

Company, but shall be in addition to any such other duties or agreements.

5. Employment. I understand that this Agreement does not obligate the Company to employ me for any stated period of time. While employed, I agree not to be employed by, be a paid consultant to, or have any ownership interest exceeding one percent in, any business enterprise which is in direct competition with any of the Company's businesses.
6. Applicable Law. This Agreement shall be governed and interpreted according to the laws of India.
7. Acknowledgement. I hereby acknowledge and represent that I have fully read and understand this Agreement and that I consider all of the terms of my covenants and agreements set forth in this Agreement to be fair and reasonable and to be necessary to protect the Company's ongoing interests.

I agree to the terms set forth in this Agreement.

Signature of employee

Printed Name

Date