



July 22 2021

Cisco Systems (India) Private Limited
SEZ, Cessna Business Park
Sarjapur-Marathahalli Outer Ring Road
Bangalore- 560 103, India
CIN :U31909KA1995PTC019505
Tel: 91-80-44260000
Fax: 91-80-44264040
www.cisco.com/in

Pujitha Pabbaraju

Guntur

ANDHRA PRADESH 522034

Dear **Pujitha**

Welcome to Cisco! With Cisco Systems, Inc.'s acquisition of the IMI mobile PLC group of companies, we are pleased to confirm our offer of employment with Cisco Systems (India) Private Limited. We are happy you are joining the team and look forward to combining forces to change the way the world works, lives, plays and learns.

As we prepare for onboarding, we wanted to share more information with you regarding your employment, our rewards and benefits packages, what to expect over the next few weeks, and why this is a great place to work. This is the beginning of our exciting journey together. Let's get started!

Get in touch if you have any questions. I look forward to having you on our team!

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Pujitha Pabbaraju
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Dear **Pujitha**

The terms of your employment are set out in the attached offer letter. Details of your remuneration and discretionary benefits are also included below. In brief, these currently include:

Employee Name	Pujitha Pabbaraju
Manager Name	Durgaprasad Ravipudi
Start Date	September 1 2021
Grade	008.Development Engineering
Designation	Software Engineer

Annual Compensation Details	
(A) Basic Salary	INR 837,422.85
(B) Flexible Compensation Plan	INR 837,422.85
(C) Total Fixed Salary (A+B)	INR 1,674,845.70
(D) Target Discretionary Bonus	INR 200,981.00
(E) PF (Employer's Contribution)	INR 100,491.00
(F) Total On-Target Compensation at Current Targets	INR 1,976,317.70

- Insurance benefits, additional leave entitlements and other discretionary benefits.

To accept the terms of your offer, follow the process set out in clause 25 of the attached offer letter. Please also note that the terms of this letter and the offer letter are confidential.

Welcome to the Cisco family! We wish you a long and fruitful career with the Company.

Yours faithfully,

For Cisco Systems (India) Private Limited

Anupam Trehan
DIRECTOR - HUMAN RESOURCES

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Dear **Pujitha Pabbaraju**

With Cisco Systems, Inc.'s acquisition of the IMImobile PLC group of companies (**Acquisition**), Cisco Systems (India) Private Limited (**Company**) is pleased to confirm its offer of employment on the terms set out in this offer letter (**Agreement**).

1. COMMENCEMENT OF EMPLOYMENT

a. The date your employment will commence (**Commencement Date**) is **September 1 2021**

The commencement of your employment is subject to the following conditions:

- you obtaining the necessary employment or visa approvals, if any, from the relevant government authorities for your employment with the Company;
- the Company's satisfaction, in its sole discretion, with the results of a background and reference check and verification of your salary and employment history (see section 20 - REFERENCE OR BACKGROUND CHECKS);
- you remaining employed by **IMImobile Cloud Communications (India) Private Limited (IMImobile)** until the day before the Commencement Date;
- your execution and return of the Company's "Proprietary Information and Inventions Agreement"; and
- your employment with IMImobile terminating by agreement on the day before the Commencement Date.

b. Your employment is intended to be for an indefinite term, subject to termination pursuant to the terms of this Agreement and the requirements of applicable law.

2. TERMS AND SCOPE OF EMPLOYMENT

- a. You will be employed in the position of **Software Engineer** and Grade: **008.Development Engineering**
- b. You will initially report to the **Principal Software Engineer** or such other position as required by the Company from time to time.
- c. Your place of work will initially be the Company's nominated premises in **CiscoWorkLocationID**. The Company may change your place of work, in its absolute discretion, to another location at which the Company maintains premises.

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- d. You agree that during your employment with the Company, you will comply with the Company's policies and procedures in place from time to time including Cisco's Code of Business Conduct (**COBC**). These policies and procedures form part of your contract of employment (and the Company may adopt, vary or rescind these policies from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so). The COBC explains our Company's ethical values and culture, and the current version can be found at: <https://investor.cisco.com/investor-relations/governance/code-of-conduct/default.aspx>
- e. Please read the document concerning "Conflicts of Interest" carefully as it highlights certain conflict of interest policies under the COBC that you will be expected to comply with while employed by the Company. If, after reviewing this document, you believe your employment with Cisco will create a conflict of interest of the types described in that document, immediately contact **Kannan Venkatraman (kvenkatr@cisco.com)**.

3. DUTIES

- a. You agree that, during your employment with the Company you must:
- perform to the best of your abilities and knowledge the duties assigned to you by the Company from time to time, whether during or outside Business Hours and at such places as the Company requires;
 - serve the Company faithfully and diligently to the best of your ability;
 - use all reasonable efforts to promote the interests of the Company;
 - act in the Company's best interests;
 - comply with the Company's policies and procedures in place from time to time;
 - comply with all law applicable to your position and the duties assigned to you; and
 - report to the person or persons nominated by the Company from time to time.
- b. Without limiting your duties to the Company, you must not:
- act in conflict with the Company's best interests; or
 - compete with the Company, Cisco Systems, Inc., or any of their respective subsidiaries and affiliate (together, the Cisco Group).
- c. You agree that, the Company may assign you additional tasks or to a new manager; modify or remove your assigned duties; or change the place of your employment without additional compensation to you, in accordance with the Company's needs.

4. SALARY

Your annual fixed salary of **INR 1,674,845.70** will be split equally (i.e. 50%:50%) into two components:

- a. basic salary which is fully taxable and may not be changed; and
- b. flexible compensation: This component is flexible and you may structure it by allocating it among the following, which apply in accordance with Company policy and relevant laws as established and amended from time to time:
- house rent allowance (HRA)
 - leave travel allowance (LTA): This is an allowance of up to INR 1,00,000 per annum, which is subject to applicable income tax laws;
 - food coupons: These are exempt from tax up to a maximum of INR 13,200 per annum; and
 - flexible allowance: This is the residual balance (if any) after allocating your Flexible Compensation amongst the above. This amount is taxable.

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Your basic salary will be paid according to local payroll practices, subject to any tax or other deduction provided or permitted by law in force from time to time, such as the employee's share of provident fund contributions, as well as such other sums as may be agreed with you from time to time. Your fixed salary may be reviewed from time to time in accordance with Company policy but will not necessarily be increased and is paid in satisfaction of all services rendered by you under this agreement, including overtime, to the extent permitted by law.

You are encouraged to independently verify the tax implications on your salary. The taxable and non-taxable components of your salary may vary based upon the prevailing law as amended from time to time.

5. SPECIAL BONUS

- a. You are eligible to receive a one-time "Welcome to Cisco" cash bonus of **INR 149,799.60**

This one-time bonus will be provided to you within the first two payroll cycles following the Commencement Date. You must remain actively employed through the payment date to be eligible for the bonus.

This one-time bonus is a one-off, extraordinary item of remuneration that will not be taken into account when calculating any other payment or benefit, to the extent permitted by law. It will be paid to you subject to any tax or other deduction provided or permitted by law in force from time to time.]

6. PROVIDENT FUND CONTRIBUTIONS AND GRATUITY

The Company shall make contributions of 12% of basic salary towards the provident fund. Gratuity will be paid in accordance with prevailing statutory requirements.

7. DISCRETIONARY BENEFITS

- a. In addition to your salary, the Company may, at its absolute discretion, provide you with other benefits. Unlike your salary, the Company may cease providing these benefits, or change the basis on which it provides them, from time to time at its absolute discretion. Such benefits include, without limitation, the benefits set out in the remainder of this paragraph.
- b. You may be eligible to participate in the Cisco Group employee stock plans as established from time to time, at such times and to such degree as the Company decides to make participation in the stock plans available to you at the Company's absolute discretion. Your eligibility and rights under the stock plans will be governed solely by the terms of the stock plans (including any grant agreement), applicable Company policy as established from time to time and all applicable laws. You may be entitled to participate in the Company's benefits plans as operated from time to time, at such times as you qualify for them or, as the case may be, as you are selected, at the Company's absolute discretion, for participation in them. These include insurance benefits, leave entitlements such as family leave, wedding leave, ETO- emergency time off, and other benefits.

8. VACATION ENTITLEMENT AND PAID HOLIDAYS

- a. You will be entitled to privilege leave in accordance with the Company's leave policy in place from time to time, subject to applicable law.
- b. You are entitled to public holidays in accordance with the laws of the state in which you work.
- c. Privilege leave and public holidays will be paid as actual workdays.
- d. Upon termination of your employment for any reason whatsoever, any outstanding accrued vacation shall be paid to you.

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9. PRIOR SERVICE AND LEAVE

- a. The Company will recognize your service with **imimobile**, and any service with any other employer recognized by **imimobile** as service with **imimobile**, for the purposes of calculating statutory severance and statutory service-related entitlements, and any other service-related benefits or entitlements. You will not be entitled to receive any service-related benefit or entitlement which has already been provided to you under or in connection with your employment with **imimobile** or with any other relevant prior employer, or with the cessation of any such employment.. For all purposes your start date with IMI Mobile was **24-Jul-19**
- b. Your accrued but unused Privilege (Annual) leave entitlements with **imimobile** as at the date your employment with it terminates will be transferred to, and recognized by, the Company. The Company will carry over and recognize upto a maximum of **30** days of privilege leave in connection with your employment with IMI mobile as accrued and unused privilege leave with the Company Such transferred leave will be subject to the Company's relevant leave policies.

10. HOURS OF WORK

You are expected to work during the Company's normal business hours (**Business Hours**). The normal working days will be five days a week. However, you may be required to work in excess of the Business Hours or outside normal working days as necessary to perform your duties and responsibilities. The salary payable to you hereunder is adequate compensation in case you are required to work for any additional hours and you shall not be entitled to any additional payment in this regard.

11. BUSINESS TRAVEL

Your duties may require you to engage in travel on behalf of the Company including travel outside India. As a consequence, you must work any additional hours as required. The salary payable to you hereunder is adequate compensation in case you are required to travel and work for any additional hours while traveling and you shall not be entitled to any additional payment in this regard.

12. EXPENSES

Authorized Company expenses will be reimbursed to you in accordance with Company policy in place from time to time, upon your presentation of documentary evidence of each expense acceptable to the Company.

13. DISABILITY AND SICK LEAVE

- a. You will be entitled to paid sick leave in accordance with the Company's policy in place from time to time, subject to applicable law. You will not be entitled to any payment in respect of such leave on termination of your employment.
- b. You are required to notify the Company immediately of every absence from work and its probable duration. Upon request by the Company, you must promptly provide the Company with reasons for the absence.
- c. If you are unable to attend work due to illness or injury, you are required upon request or as set out in the Company's policy to provide a medical certificate from a registered medical practitioner confirming the illness or injury and stating its probable duration. In the case of any illness exceeding the stated probable duration, you will provide a further medical certificate from a registered medical practitioner within three (3) days after the expiry of the previous medical certificate.

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- d. The Company may require that you undergo a thorough medical examination by a doctor approved by the Company, at the expense of the Company, for any absence from work due to an illness or injury. The Company will be provided with the results of the examination and you agree to complete any additional authorization necessary to enable the results of the examination to be shared with the Company.

14. TERMINATION OF EMPLOYMENT RELATIONSHIP

- a. Notwithstanding anything herein contained, your employment may be terminated immediately by the Company at any time without notice or payment in lieu thereof or any compensation whatsoever, if, among other things:
- you disobey a lawful direction of the Company;
 - you are guilty of any other serious misconduct;
 - you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement, or are guilty of any negligence or misconduct in connection with or affecting the business or affairs of the Company;
 - you breach your obligations under the paragraph headed NO CONFLICT OF INTEREST or any other material provision of this Agreement, including under the paragraph headed TERMS AND SCOPE OF EMPLOYMENT;
 - you commit an act or acts in breach of the Proprietary Information and Inventions Agreement that you are required to sign in connection with your employment with the Company or the COBC as each may exist from time to time;
 - you engage in conduct that could bring you or the Company into disrepute;
- b. : Subject to paragraph a above, during the probationary period, your employment may be terminated at any time:
- by you giving to the Company one (1) weeks' notice; or
 - by the Company giving you one (1) weeks' notice or by paying you a gross amount equal to one (1) week's salary in lieu of notice.]
- c. Subject to paragraph a. above, and after completion of the probationary period,] your employment may be terminated at any time:
- by you giving to the Company 60 days' written notice; or by paying an amount equal to 60 days of fixed salary in lieu; or
 - by the Company giving you 60 days' written notice or by paying you an amount equal to 60 days' of fixed salary, less any applicable or required tax or other deduction, unless otherwise restricted by any state specific legislation.
- d. You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied shall apply.
- e. Upon the effective notice of termination of your employment by either party, the Company shall have the right to relieve you from the performance of any and all duties of the position upon the continued payment of your salary and compensation, as then in effect, for the duration of the notice period. During such notice period, you may be required to not attend for work, at the Company's absolute discretion. However, you must not take up any alternate employment until the expiration of such notice period.

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f. The termination of your employment howsoever arising shall not affect such of the terms hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right of action already accrued to the Company in respect of any breach or default by you.

g. If your employment is terminated for any reason:

- the Company may off-set amounts you owe the Company against any amounts the Company owes you at the date of termination except for amounts the Company is by law not entitled to set-off;
- you must return all the Company's property (including property leased by the Company) to the Company on termination including all written or machine readable material, software, computers, credit cards, mobiles, laptops, keys and vehicles;
- your obligations contained within the Proprietary Information and Inventions Agreement that you are required to sign in connection with your employment, continue after the termination of your employment; and
- you must not record or retain any confidential information in any form after termination.

15. RETIREMENT

You will retire on the completion of the sixtieth year of your age i.e. day before your 60th Birthday. For the purpose of counting age, the date of birth recorded in the Cisco records as provided by you, shall be the conclusive proof.

16. NO CONFLICT OF INTEREST

a. You warrant that:

- you have not entered into any other agreement or arrangement which may be in conflict with the terms and conditions of your employment with the Company, or which would preclude you from fully performing your job responsibilities for the Company; and
- your performance of your duties for the Company does not and will not breach any obligation you have to keep in confidence: proprietary information; knowledge or data acquired by you in confidence or in trust prior to your employment by the Company; and you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others.

b. During your employment with the Company, you agree not to become associated as an owner, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to those of any member of the Cisco Group or which in any way otherwise competes with any member of the Cisco Group. While you are employed by the Company, you also agree not to become a director of any company or business, without the Company's prior written consent.

17. APPLICABLE LAW

This Agreement is to be governed and construed by the laws of India. The courts at Bengaluru shall have exclusive jurisdiction over all disputes or claims between you and the Company under this Agreement.

18. EMPLOYEE COMPENSATION ACT

You have a right to compensation in accordance with the provisions of the Employee's Compensation Act, 1923 (as amended from time to time).

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19. NO WAIVER

The failure by the Company at any time to insist on performance of any provision of this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of this Agreement.

20. REFERENCE OR BACKGROUND CHECKS

This offer of employment and any consequent employment relationship is contingent upon satisfactory reference and/or 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 compensation to you.

21. SEVERABILITY

The Company and you mutually agree that the provisions of this Agreement are severable, and if any one provision is found to be invalid or unenforceable in whole or in part, the remainder of this Agreement will remain valid and enforceable. The Company and you further agree that the court may modify any provision to make it valid and enforceable.

22. SUCCESSORS AND ASSIGNS

The Company will have the right to transfer and assign this Agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This agreement is personal to you and you will not be entitled to transfer or assign it in whole or in part.

23. VARIATION

Any variation to this agreement must be in writing and agreed by both parties. The exercise of any right or discretion by the Company under this Agreement or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence).

24. MISCELLANEOUS

Headings are for ease of reference only and do not affect the meaning of this Agreement. Unless expressly indicated otherwise, references to monetary amounts are references to an amount expressed in the currency of India.

25. TIME FOR ACCEPTANCE OF OFFER

By accepting this offer, you acknowledge and agree that this Agreement and the terms and conditions set forth in it accurately describe the employment relationship that you are willing to enter into with the Company and you agree that the terms and conditions of the employment are fair and reasonable. To accept the terms of this offer, you must do the following on or before July 28, 2021, the acceptance deadline of letter:

- a. Electronically sign this letter via DocuSign by clicking the "Sign" button below and completing the steps you are instructed to take to complete your signature, by no later than July 28, 2021 and
- b. Review and electronically accept the Proprietary Information and Inventions Agreement via DocuSign, again by no later than July 28, 2021.

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You may print a copy of these documents for your records

Welcome to the Cisco India family! We wish you a long and fruitful career with the Company.

Yours sincerely,



Anupam Trehan
DIRECTOR - HUMAN RESOURCES

Acceptance

Pujitha Pabbaraju

I, _____, accept this offer on the terms mentioned above.

We are attaching the PIIA document along with this offer letter with a request for you review and provide your acknowledgment. By providing your token of acknowledgment, you will abide by the terms of this offer and PIIA document

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Signature

Jul-25-2021

Date