



**Xoriant Corporation**  
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[www.xoriant.com](http://www.xoriant.com)

September 29, 2017

**Pradhap Ganesan**  
9805 NW 52nd St., Apt 221  
Doral, FL 33178

Dear Mr. Ganesan:

On behalf of Xoriant Corporation (the "Company"), I am pleased to confirm our offer of employment. This letter will set forth the terms of our offer to you. To accept it, you must return a signed copy of this letter and the accompanying Confidential Information and Inventions Assignment Agreement, without change, to the Company within five days of the date of this letter.

Your job title will be: "Sr. Software Developer." Subject to fulfillment of the conditions imposed by this letter agreement, you will commence this new position from October 30, 2017 or earlier, contingent upon a confirmed start date from the Company. Your offer includes the standard health benefits offered to all employees and the monthly premium amount will be deducted from your salary. The Company offers 10 days of paid vacation and 10 paid holidays. You will be eligible for sick leave pursuant to the terms of Section 3.6 of the Employee Handbook. These will accumulate on a pro-rated basis per payroll in the calendar year. The choice to opt for Health benefits can be made only within 30 days from the start date mentioned on this letter. The Company reserves the right to change benefit entitlements and eligibility from time to time.

Your employment with the Company is subject to the Company's written employment policies as they may exist from time to time, and you agree to abide by all of those written policies. Your rights under those policies, including but not limited to expense reimbursement, are expressly conditioned upon your strict compliance with the written procedures governing such policies. The Company reserves the right to change its employment policies with or without notice.

This offer and your continued employment is contingent upon verification and continuing validity of job applicable information as submitted on your application, resume and background check, satisfactory to Xoriant Corporation. If requested by the client, you will be required to undergo a drug test. As required by the Immigration Reform and Control Act of 1986, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be viewed and verified by an authorized member of the Human Resources staff within three (3) business days of your date of hire, or our employment relationship with you may be terminated. **Please be prepared to furnish such proof on your start date if possible. We are an E-verify company and will verify the I-9 documents provided by you with the Department of Homeland Security.**

**Salary:** Your annual salary will be \$120,000/yr which will be paid on a bi-weekly basis pursuant to the company's regular payroll policy and will be subject to applicable tax withholding.

**At-Will Employment:** Notwithstanding the Company's obligations as described in this Agreement, your employment with the Company will be on an "at will" basis, meaning that either you or the Company may terminate your employment at any time for any reason or no reason, without further obligation or liability, except for the provisions of the Confidential Information and Inventions Assignment Agreement, which shall survive the termination of this Agreement. You further agree that because of the "at will" nature of the employment relationship, the Company has the right to change the terms of your employment with the Company at any time.

**Modification:** The Company's obligations under this Agreement may only be modified in a writing physically signed by an authorized officer of the Company. Electronic mail communication shall not be considered writing sufficient to modify the Company's obligations under this Agreement. This section does not affect the Company's rights to unilaterally modify its employment policies of general application with or without notice to you.

**Successors:** The Company's rights and obligations under this Agreement will inure to the benefit and be binding upon the Company's successors and assignees.

**Waiver:** The Company's waiver of any right in one instance shall not be considered or operate as a future waiver of any such right or similar rights.

**Entire Agreement:** This Agreement together with the Confidential Information and Inventions Assignment Agreement, and the Company's written employment policies, as they may exist from time to time, constitute the entire agreement between you and the Company relating to your employment with the Company, and supercede any and all prior or contemporaneous representations or agreements, whether written, oral or implied. In accepting this offer, you warrant that you are not relying on any oral or written representations that are not explicitly set forth in this letter.

**Interpretation:** This Agreement shall be interpreted in accordance with the laws of the state of California, excluding that State's conflicts of law provisions.

**Confidential Information and Invention Assignment Agreement** This offer and your employment with the Company is contingent upon the execution, and delivery to the Company, of the Company's Confidential Information and Invention Assignment Agreement, a copy of which is enclosed for your review and execution (the "Confidentiality Agreement"), prior to or on your start date.

We are all delighted to be able to extend you this offer and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to me, along with a signed and dated copy of the Confidentiality Agreement. We look forward to your affirmative reply.

*[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]*

Very truly yours,

XORIENT CORPORATION



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Swati Parikh  
HR Manager

**ACCEPTED AND AGREED:**

Name: PRADHAP GANESAN

Signature: 

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Date: 10/02/2017

Enclosures:

- Confidential Information and Invention Assignment Agreement
- Timesheets Memorandum