



November 6, 2012

Shruthi Yadavalli

Dear Shruthi,

We are pleased to offer you a career opportunity with VMware Software India Private Limited (“the Company”) as **Payroll Accountant**. In this capacity you will be reporting to **Sarah Thomas**. 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 6,50,001** 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 earn a performance bonus in accordance with VMware’s bonus program as it may be amended from time to time. Currently, you will be eligible for a bonus of up to **5%** on an annualized basis, which will be paid semiannually on a prorated basis from your date of hire through the end of the bonus period.

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 Holiday: 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.

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

VMware Software India Private Limited

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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 Period:

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.

During the probation period, either party may terminate your employment by giving to the Thirty (30) day's notice in writing, provided always that the Company shall be at liberty to terminate your employment on payment to you by payment of base salary in lieu of such notice.

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 & 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 Confidentiality Information and Inventions Assignment Agreement and the Employee agreement, constitutes the entire agreement between the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter. Any dispute or claim relating to or arising out of your employment relationship will be governed by the



arbitration provisions stated in the enclosed Employee Agreement.

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.

Background Verification:

VMware conducts reference checks and background investigations on all new employees. Your employment with the company is contingent to the successful completion of personal and professional references and background verifications. By signing this letter, you hereby consent to all such background investigations and reference checks that would be carried out in relation to you by the Company. Further, you also understand and agree that in case of any false information provided by you, non-disclosure of relevant and material information or unsatisfactory reference /Background Verification report, your services will stand terminated forthwith.

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 five (5) 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,

Nagdev Bindiganavale
Director, Human Resources, India

ACCEPTANCE

I have read and fully understand the terms and conditions described in this letter and accept this offer of employment.

Employee Signature

Date

Employee Name

Start Date

**Annexure A
Compensation and Benefits**

Name: Shruthi Yadavalli
Position: Payroll Accountant

	PARTICULARS	AMT in INR (Per Annum)
(i)	ANNUAL BASIC SALARY:	2,86,037
(ii)	FLEXI BENEFIT PLAN:	2,86,036
(iii)	BASE SALARY [(i)+(ii)]	5,72,073
(iv)	Target Bonus*(5%): (Please see below for clarification on bonus)	28,604
(v)	ON – TARGET EARNINGS: [(iii)+(iv)]	6,00,677
(vi)	PROVIDENT FUND - EMPLOYERS CONTRIBUTION:	34,324
(vii)	DOMICILIARY MEDICAL:	15,000
	COST TO COMPANY : [(v)+(vi)+(vii)] (A)	6,50,001

	BENEFITS	AMT in INR (Per Annum)
(i)	ACCIDENT & LIFE INSURANCE (Premium)	1,381
(ii)	MEDICAL INSURANCE (Premium)	22,749
(iii)	GRATUITY **	13,752
	COST OF BENEFITS : [(i)+(ii)+(iii)] (B)	37,882
	TOTAL EARNING OPPORTUNITY: (A+B)	6,87,883

Overtime Eligibility

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

***Bonus**

You will be eligible for a bonus of up to 5% of your base salary on an annualised basis in accordance with VMware's bonus plan, which will be paid bi-annually on a pro-rated basis from your date of commencement of employment through to the end of the bonus period. Your eligibility for and the amount of the bonus will be determined by the management of VMware at its absolute discretion based upon the evaluation of your performance and the business results of VMware, Inc. (a parent company of VMware India Private Ltd) for the relevant bonus period. In addition, in order to be eligible for the bonus payment, you must be in good standing with your performance (as determined at the absolute discretion of VMware) and employed by VMware at the time the bonus payment is distributed. If you are on an approved leave of absence during any portion of the bonus period, upon your return from your leave of absence, you will receive a pro-rated bonus based on the time that you were actively employed during the bonus period (provided that your performance was in good standing during that period). The Company reserves the right to interpret and to make changes to bonus program at any time. All terms and conditions of the bonus program are subject to compliance with local law.

****Gratuity**

Subject to continuous service with the company for minimum five years or more. Payable upon termination of employment, retirement, disablement or death up to INR 10,00,000/- (as per Payment of Gratuity Act, 1972 and company policy).

Best regards,

Nagdev Bindiganavale
Director, Human Resources, India



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.

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.

Gratuity

Subject to completion of a minimum of five (5) years of continuous service in the Company, gratuity will be payable in line with the statutory provisions, upon separation from the Company.

Medical Insurance

All employees, their spouse, up to 2 (two) dependent children and dependent parents will be enrolled under the Company group medical insurance scheme. Insurance cover will begin after the insurance Company accepts and processes all information provided by the employee after joining. To facilitate prompt enrollment, employees are required to provide all information necessary for the insurance policy immediately on joining.

Group Term Life Insurance

All employees are covered under group term life insurance, as per the Company policy. The scheme is discretionary and the Company reserves the right in its absolute discretion to amend the scheme without prior notice.

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.

Employee Signature

Date

Employee Name

Start Date