

March 7, 2016

Brian T. Loughran
41 Cambridge Ave.
Bethlehem, New Jersey 07834

Dear Brian:

On behalf of Alcatel-Lucent USA Inc. ("Alcatel-Lucent"), it gives me a great deal of pleasure to offer you temporary employment in our Internship Program as a Mechanical engineering summer intern for cabinet/module-level physical design, reporting to Kurt Hilde, at our office in Murray Hill, NJ. We anticipate you will join us on June 6, 2016 and your anticipated end date is August 12, 2016. This offer of employment is subject to a number of conditions that must be satisfied, as more fully explained in the attached Addendum A. **We are excited about the future and look forward to having you as part of the team.**

As an employee of Alcatel-Lucent you will be covered by or eligible to participate in any employment policies, programs and benefits plans that Alcatel-Lucent has established, subject to their provisions and any changes that may be made to them.

Contingencies of this offer are provided in the attached Addendum, and details about your compensation are as follows:

Salary US \$19.25 per Hour, payable Weekly. Your standard work week will be 40 hours.

Please be aware that neither this letter nor the Addendum is an employment contract and should not be construed or interpreted as creating an implied or expressed guarantee of continued employment. The employment relationship at Alcatel-Lucent and its subsidiaries is by mutual consent (known as "Employment-At-Will"). This means that the employees have the right to terminate their employment at any time and for any reason. Likewise, Alcatel-Lucent reserves the right to terminate your employment at any time, with or without cause, and with or without notice. Alcatel-Lucent and its affiliates and subsidiaries also may modify your assignment, work location, and other terms and conditions of employment at its discretion.

We are very excited about the contributions we believe you will make to Alcatel-Lucent and feel that you will be a valuable addition to the Company. We also are confident that this represents a unique opportunity for you to enhance your career in a very exciting, visible and rewarding environment.

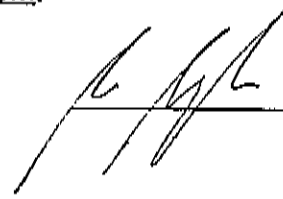
Please feel free to call me at (703) 466-8838 if you have any questions specific to the terms of this offer. Welcome to the team!

Sincerely,

Swapnali Mayureshwar Ghorpade
Recruiting Manager

Please acknowledge that you have read this offer letter and indicate your acceptance of this Alcatel-Lucent offer of employment in the space provided below, and return by scanning the entire

offer letter with your signature of acceptance and emailing to the Onboarding Team at onboarding.nar@hr-atyourservice.alcatel-lucent.com and me at Swapnali_Mayureshwar.Ghorpade@alcatel-lucent.com.



3/10/16

Signature/Date
Brian T. Loughran
Taleo ID: 3550953

6/6/16

Tentative Start Date

Addendum A

Onboarding:

Two to four weeks prior to your start date, you will receive an invite via email from our Onboarding Portal RedCarpet powered by SilkRoad Technologies Inc. This website will provide you with all your paperwork, pre-employment tasks, and requirements you will need to successfully start at Alcatel-Lucent.

Alcatel-Lucent's conditional offer is made contingent upon the understanding that you are in the process of completing the requirements for your Bachelors in EE degree. **We must be provided with your official academic transcripts as proof of your current enrollment and GPA.** Please email transcript to College.Recruiting@alcatel-lucent.com.

Failure to provide the transcript may result in the rescission of the conditional offer or termination of your employment if you are already employed.

This offer is contingent upon you obtaining the appropriate security clearance required to perform the work discussed with you. If you accept this offer, Alcatel-Lucent will process your application for this clearance. Failure to obtain this security clearance may result in the termination of your employment.

By accepting this offer, you agree that (1) no trade secret or proprietary information belonging to any previous employer will be disclosed or used by you at Alcatel-Lucent, and (2) you have brought to Alcatel-Lucent's attention and have provided a copy of any agreement which may impact your future employment at Alcatel-Lucent, including non-disclosure, non-competition, invention assignment agreements or agreements containing future work restrictions, and (3) you believe that you may work for Alcatel-Lucent without violating any of your obligations to former employers. You also understand that if there are any such agreements, which, in Alcatel-Lucent's discretion, will or may affect your employment at Alcatel-Lucent, Alcatel-Lucent may rescind this offer or terminate your employment. You will be required, as a condition of employment, to have signed the Alcatel-Lucent Employee Agreement Regarding Intellectual Property.

This offer of employment is contingent upon certain required information being satisfactorily reviewed and verified (e.g., medical review and background investigations). Our medical review includes a mandatory drug screen and, if necessary, additional health screenings and/or actual physical examination. Refusal to comply with the drug screening procedures, the confirmation of a positive drug screen result, and/or failure to meet medical or background investigation requirements will result in our rescinding this offer. If you are placed on the payroll without a completed medical review and background investigation, unsatisfactory results will require termination of your employment. Please also understand that during the course of your employment you may be asked to undergo and pass additional drug screens and/or background investigations in order to maintain your employment.

Shortly following your first day of employment you will receive information regarding our New Employee Orientation Program which will commence within your first two weeks of employment, dependent on your start date. During the orientation, you will get a complete Alcatel-Lucent company overview which includes a presentation on HR services, diversity, and benefits. You will be receiving more details on time, location or call in number from your Alcatel-Lucent On-Boarding Representative.

United States law requires all companies to verify employees' authorization to work in the United States. If you accept our offer, you will be required to show that you are authorized to work in the United States.

Please bring the I-9 Employment Eligibility Verification form including supporting documents that allow us to verify your work authorization. **If you do not complete this form within the first three (3) days of employment in the United States you must be taken off payroll.**

Brian T. Loughran
Taleo ID: 3550953