

10<sup>th</sup> October, 2015

To,  
Mr. Mahesh Gupta

Dear Mahesh Gupta,

Sub: **Cessation of your employment with Comverse Network Systems India Private Limited.**

1. You were appointed and employed at the position of Senior Software Test Development Engineer with Comverse Network Systems India Private Limited ("**Company**"), on the terms and conditions prescribed in your Offer Letter, as amended from time to time (hereinafter referred to as the "**Employment Contract**").
2. This letter ("**Letter**") outlines the mutual understanding that you and the Company have reached concerning your cessation of employment with the Company. Your last date of employment with the Company will be 30<sup>th</sup> Sep, 2015 ("**Cessation Date**"). From the Cessation Date, you will neither have nor represent that you have any authority to act for or on behalf of the Company or bind the Company or represent yourself as being connected with or interested in any way with the business of the Company in any manner whatsoever.
3. You accept and agree that you will continue to be bound by the secrecy and confidentiality obligations as provided under Clause 7 of the Employment Contract, even after the Cessation Date provided that you are released from the secrecy, non-compete and confidentiality obligations under Clause 7 only to the extent as required for performance of your duties as an employee or under any engagement with Amdocs Development Centre India Limited or its Affiliates.<sup>1</sup> Pursuant to the Cessation Date, you will not make or publish any statement, announcement or any such communication, whether written or oral, with the press, media or any other third party that disparages, criticizes, defames or slanders the Company, or its representatives or agents, or any of their respective directors, employees or officers.
4. Except as may be specifically provided under this letter, you also acknowledge that all provisions of the Employment Contract, which are intended to survive the termination of the Employment Contract, shall continue to be in force and effect and you shall continue to be bound by them.
5. You agree to immediately return to the Company any documents or any property of the Company as the Company may require you to before releasing your full and final settlement amount.
6. As part of termination of your employment, you shall receive payment towards the full and final settlement of your dues from the Company within 3 weeks from the date of your execution of this letter. The full and final settlement shall comprise of (i) your salary due and payable up to the Cessation Date; and (ii) encashment of earned leaves standing to your credit in accordance with applicable laws as on the Cessation Date, which shall be payable subject to deduction of appropriate taxes. You agree and acknowledge that the apart from the full and final settlement components stated herein, there are no payments due from the Company to you under applicable law or otherwise.
7. Upon receipt of the full and final settlement amount as may be calculated by the Company in accordance with Section 6 above, you accept, acknowledge and agree to the following:-
  - (i) You have no remaining, unresolved claims with respect to your employment with the Company ("**Employment**") and/or its cessation;
  - (ii) You hereby generally and completely release the Company and all entities which are controlling, controlled by or under common control with the Company ("**Affiliates**") (hereinafter the Company, and each of the Affiliates collectively referred to as the "**Comverse Group**") and all of its past, present and/or future related entities, including but not limited to parents, divisions, affiliates and subsidiaries and their respective directors, officers, employees, shareholders, partners, agents, attorneys, trustees, representatives, administrators, fiduciaries, insurers, predecessors, successors and assigns, in their individual and/or representative capacities, (the "**Released Parties**", and each a "**Released Party**") from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts,

<sup>1</sup> For the purposes of this clause, the term "Affiliates" means with respect to a Person any other Person that directly or indirectly, through one or more intermediaries controls, is controlled by or in under common control with, such Person. The term "control" (including the terms "controlled by" or "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. The term "Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.



**Comverse Network Systems India Private Limited**

CIN : U64200 MH1999 PTC120827

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Regd. Office : G-11, BSEL Tech Park, B-Wing, Sector 30A, Opp. Vashi Rly. Station, Navi Mumbai-400705 India, T +91 22 4067 9393 F +91 22 4067 9333

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conduct, or omissions occurring at any time prior to and including the last day of your employment. This general release includes, but is not limited to, the following:-

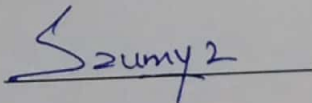
- (a) all claims arising out of or that are in any way related to your Employment or the cessation of that Employment;
- (b) all claims related to your compensation or benefits from the Company or any member of the Comverse Group, including salary, commissions, vacation pay, expense reimbursements, stock options in the Company or any member of the Comverse Group;
- (c) all claims for breach of contract and wrongful termination; and
- (d) all claims arising under the applicable laws and/or regulations of India;
- (iii) You agree that you will not bring any claims of any kind against any Released Party and that you will not accept the benefits of any lawsuits or claims of any kind brought on your behalf against any Released Party.
- (iv) you acknowledge, agree and undertake that you will not cause, directly or indirectly, any inconvenience, disruptions or interference in the day to day functioning of the Company or to any of its employees, agents or contractors or cause any harm or damage to the property of the Company.
- (v) You agree to cooperate fully with the Company in respect of their procedures, in order to facilitate your departure from the Company. You will cooperate with the Company (and its respective counsel, if applicable) in connection with any matter, investigation, administrative proceeding or litigation relating to any matter in respect of the Company, that occurred during your employment in which you were involved or of which you have or may have knowledge.

You further accept and agree that subject to the extent disclosure may be required pursuant to any applicable law, you will not disclose the existence, terms, or the alleged facts that form the basis of this Letter to any other person (other than your attorney or immediate family members, each of whom must first agree to maintain the confidentiality of this Letter), whether inside or outside the Company, without our prior written consent.

Kindly sign a duplicate of this letter to signify your acceptance of the terms contained herein and return to the undersigned.

Yours sincerely,

For and on behalf of  
**Comverse Network Systems India Private Limited**



Saumya Prakash  
Assistant Manager- Human Resources

**Acknowledgement:-**

I, Mahesh Gupta, have read and understood the terms contained in this Letter and agree to adhere to the same. I further acknowledge that the full and final settlement calculated by the Company in accordance with the Cessation Letter is the only amount to which I may be entitled and no other payments shall be due or payable to me by the Company.

(Mahesh Gupta)

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