

Date: June 15, 2015

Mr. Mahesh Gupta

Employee ID - _____

Subject: TERMS & CONDITIONS OF EMPLOYMENT

Dear Mahesh,

1. As you are aware, Amdocs LTD and/or its affiliates entered into an agreement with Comverse Technologies Inc. and/or its affiliates ("Comverse") for the acquisition of certain assets of Comverse ("Asset Purchase Agreement"); all subject to the terms of the Asset Purchase Agreement, and the respective Closings, as defined in the Asset Purchase Agreement (the "Transactions").
2. As a result and subject to the terms herein, we are pleased to extend an offer of a full-time employment position with *Amdocs Development Centre India Private Limited* ("Amdocs" or "**Company**") beginning on a date after Closing of the Transaction, as communicated by the company separately, under the Terms and Conditions of employment detailed in this Letter (hereinafter referred to as the "**Letter**").
3. This offer and the commencement of your employment with Company is conditioned upon the terms stated below, as well as (a) the Closing of the Transactions contemplated by that Asset Purchase Agreement; (b) your acknowledgement of the terms of your employment within the time period indicated below by signing this letter and returning it within that time period; (c) effective termination of your employment relationship with Comverse, paying all legal severance, and signing valid and enforceable release of any potential actions or claims against ., on a date prior to your commencement of employment with Company; and (d) communication of a formal commencement date by the company. If any of these terms will not apply this offer shall be null and void and Company shall not be liable towards you in any way or obligated to hire or pay you any amounts whatsoever.
4. By signing this letter you are confirming that (a) you will diligently review whether you have been fully paid by Comverse for your service until the termination of your employment with Comverse and you will promptly raise any and all issues directly with Comverse; (b) there are no known claims or disputes between you and Comverse, and (c) you also waive and release Amdocs and its agents from any claims or demands (known or unknown) against Amdocs in relation to or which may arise out of your employment with Comverse due to the fact that you have never rendered any services to Amdocs and you will only do so in case all conditions above mentioned are met.
5. **Commencement Date:** This contract will be valid, subject to the communication of the first working day (FWD) by the Company. The formal commencement date of employment is the date you are added to the payroll of the Company. The Terms and Conditions of this Letter shall automatically be treated as withdrawn, null and void, if you do not, for any reason whatsoever, report to work on the indicated date.

As a token of your acceptance of our offer of the terms and conditions in this Letter, please sign a duplicate of this Letter, in the space provided below and return the same to the HR Department within **15 Days** from the date of receiving this Letter. Our offer for employment under the terms and conditions specified in this Letter shall automatically lapse unless you confirm your acceptance of it and return a copy to us within the prescribed time. You are required to treat this Letter and its contents as strictly confidential and should not disclose the same to any person or entity without our prior written consent.

We look forward to you joining us at AMDOCS. In case you have any questions or would like to discuss the terms and conditions of this Letter, please feel free to get in touch with **Sunil Koloti / Ashish Prakash**.

Sincerely,



Sunil K Koloti

Talent Acquisition Manager (APAC & India)
Amdocs Development Center India Pvt. Ltd.

Date: **June 15, 2015**

By signing this Letter, I, the undersigned, **Mahesh Gupta**, accept the terms and conditions as stated in this Letter and acknowledge and represent the following:

- a) I have been provided with a copy of this Letter for review prior to signing it;
- b) I reviewed the Letter and that I understand the terms, purposes and effects of this Letter;
- c) I signed the Letter only after having had the opportunity to seek clarifications;
- d) I was not subjected to duress or undue influence of any kind to execute this Letter and this Letter will not impose an undue hardship upon myself;
- e) I executed this Letter of my own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees;
- f) This Letter is in all respects reasonable and necessary to protect the legitimate business interests of the Company;
- g) I have all requisite power and authority, and do not require the consent of any third party to sign this Letter and grant the rights provided herein;
- h) The execution, delivery, and performance of this Letter by me does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which I am a party or any judgment, order or decree to which I am subject;
- i) I am not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, confidentiality agreement or similar agreement with any other person or entity;
- j) I confirm my agreement to the terms of this Letter, and will comply with every undertaking specified thereto; and
- k) I am legally permitted to reside and be employed in India.

Thanks,

Signature: _____

Name : _____

Date: _____