

## INTERNSHIP AGREEMENT

This agreement is made on 19<sup>th</sup> February 2020 between GXS India Technology Centre Pvt Ltd. (now Opentext), a company incorporated under the Companies Act, 1956 and having its registered office at GXS India Technology Centre Private Limited, No. 436, Infinity, Ground, 1st, 3rd & 4th Floors, Off. Koramangala, Indira Nagar, Intermediate Ring Road, Challaghatta, Domlur, Bangalore-560 071, Karnataka, India (hereinafter called the "Company" which expression shall include its successors and assigns),

AND

Naveen Medikonda (hereinafter called the Intern) son/daughter of Dr. N. Murali Krishna having address at Ra. Jah Mundry, Model Colony, Sun Heights Apartment. Pin Code: 533103. on the following terms and conditions:

### Term of agreement:

1. This agreement shall be effective 27<sup>th</sup> February 2020 ("Date of Joining").
2. The total term of your internship with the Company shall be 6 (six) months from your Date of Joining ("Term").

### Scope of agreement

it is agreed that during your internship, you shall:

1. Learn and work on IT projects and provide support to several relevant teams within all the premises of Open Text located in India in the manner as may be directed by the Company from time to time;
2. Perform such other tasks, functions and services as the Company may indicate to you, from time to time.
3. Your monthly stipend will be INR 15,000/- subject to applicable statutory deductions.
4. The deductions shall include TDS, your contribution to Provident Fund @12% and your contribution to ESI @0.75% of your monthly stipend.

### Operational Control:

1. Compliance: You warrant that you will perform all the responsibilities/obligations under this agreement without infringing the rights or creating any financial obligation to the third party. The performance of all the acts under this agreement will be in compliance with all the applicable laws, statutes, ordinances, administrative orders, rules and regulations.

## Management Control:

2. Non-Disclosure Agreement: It is your responsibility to sign the NDA and be bound by it.

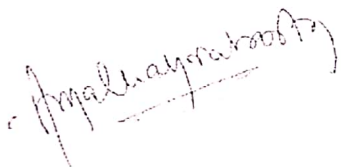

[You will be required to report to Director, Engineering or such other designations / persons / employees as the Company may indicate to you, from time to time.]

## Administration:

3. Relationship: The parties shall at all times be independent contractors and shall present themselves to all other parties as such. Neither party has granted the other the right to commit anything in any matter nor shall nothing herein be deemed to set up either party as the agent or legal representative of the other or to make parties appear as joint ventures. You shall not be considered as an employee or agent of the Company, for any reason whatsoever.
4. Termination or expiry:
  - (a) It is agreed that this agreement and your internship with the Company is for a fixed period of the Term and that this agreement and your internship shall automatically expire at the end of the said Term without requiring any further acts of any nature, on the part of either the Company or the Intern.
  - (b) The Company and you shall have the right to terminate this agreement at any time by giving the other party 30 days' notice in writing or by the payment of the equivalent stipend in lieu thereof. In the event the Intern fails to give the requisite notice to the Company, the Company shall without prejudice to any other legal rights and remedies available to it, be entitled to take its own course of action.
  - (c) Notwithstanding the above, the Company shall have the right to terminate this agreement without notice or the payment of any stipend in lieu thereof, in the event that the Intern commits any act of misconduct (as defined in the policies of the Company).
  - (d) Nothing contained herein shall be construed to constitute a guarantee of employment in any manner whatsoever.
5. Limitations: Neither party shall be entitled to indirect, incidental or consequential damages including loss of profits based on any breach or default under this agreement except to the extent agreed between the parties.
6. No Assignment: You shall not sell, transfer, assign or subcontract any right or obligations set forth in this agreement. Any act in derogation of foregoing shall be null and void.

7. Governing Law: The validity, construction and performance of this agreement will be governed by the laws of India and subject to the exclusive jurisdiction of the Courts at Bangalore.
8. Amendments in writing: No amendment, modification or waiver of any provision of this agreement shall be effective unless it is set forth in a writing which refers to the provisions so effected and is executed by and an authorized representative of the party accepting any such waiver or in the case of an amendment or modification by authorized representatives of both parties. No failure or delay by either party in exercising any right, power of remedy will operate as a waiver of any such right, power or remedy.
9. During internship program, you are entitled to use only one day leave per month. If there is any excess leave utilization the same will be deducted from your stipend.
10. You shall also be bound by all such policies, rules and regulations, as may be applicable to you, and as may be implemented and amended by the Company from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by themselves or their respective authorized representatives.

GXS India Technology Centre Pvt Ltd. (now Opentext)	(Name): (Agreed & Accepted)
	
Signature:	Signature:
By: Arka Chakraborty	By: Naveen Medikonda
Title: Senior Director Human Resources	Title: Engineering Intern
Date: 19 <sup>th</sup> February 2020	Date: 22/02/2020