



## **INTERNSHIP AGREEMENT (Private & Confidential)**

Dear Sai Prasanna Laxmi Reddy,

We are pleased to offer you a position as an intern at Twilio Technology India Private Limited (**Twilio**) on the terms set out in this agreement (**Agreement**).

### **1. Internship**

- 1.1 The content of your internship program will be determined by an assigned member from Human Resources who will also be your main point of contact for further guidance during your internship program. The purpose of this internship program is to provide you with relevant guidance and to equip you with experience that will be helpful in your future career. In furtherance of this, you may be asked to execute various assignments/tasks from time to time during the course of your internship. You should use your best efforts in performing and delivering the tasks. During the tenure of your internship, you should work closely with your mentor, Ved Antani, Managing Director, India (L8), who will guide you and review your assignment to ensure that the internship is an enriching experience for you.
- 1.2 During your internship with Twilio, you will be working from home but interacting with Twilio employees on a regular basis and hence you are expected to comply with all applicable rules and regulations of Twilio as enforced from time to time in respect of the matters not covered by this Agreement. Twilio's decision on all such matters will be final and binding on you.
- 1.3 It is clarified that you are not an "employee" or a "workman" for the purposes of any employment statute and there is no assurance or guarantee that you will be employed by Twilio upon completion of your internship.

### **2. Location**

- 2.1 You will be based at your home office. However, if required and at Twilio's request, you may have to work from Twilio's offices in Bengaluru.
- 2.2 Twilio will reimburse you for internship-related expenses in accordance with and subject to its travel and expense reimbursement policy, as amended from time to time. Twilio will only reimburse pre-approved expenses which are supported with evidence of the expense (e.g. original receipts). Please refer to Twilio's travel and expense reimbursement policy.

Twilio may, subject to any relevant legal requirements, deduct from your stipend any amounts that you owe to Twilio or any other Twilio Group Member. For the purpose of this Agreement, "Twilio Group Member" shall mean any member of the Twilio Group (as defined below).

### **3. Stipend and Certificate**



- 3.1 You will be paid a stipend of INR 88,053.50 per month, payable once a month/ on completion of the internship program, subject to applicable deductions. This amount is inclusive of a sum to cover your incurred expenses such as meals and connectivity. You will however not be entitled to any other allowances or benefits given to the regular employees of Twilio.
- 3.2 On your successful completion of the internship program, you will be provided an internship certificate by Twilio.

#### **4. Term of the Internship**

Your internship program shall be for a maximum term of 2 months, starting on June 7, 2021 up until July 30, 2021.

#### **5. Working Hours and Leave**

- 5.1 For us to be able to effectively equip you with the skills you would require in your future professional career, you would be required to be available for 8 hours each day during the course of your internship.
- 5.2 During the course of your internship, in case you require to take leave for any personal emergencies, you would be required to take approval from your mentor prior to taking such leave.

#### **6. Termination**

- 6.1 During your internship program, either party may terminate this Agreement by giving two weeks' notice in writing.
- 6.2 Twilio shall be entitled to terminate this Agreement with immediate effect (but without prejudice to the rights and remedies of Twilio for any breach of this Agreement and to your continuing obligations under this Agreement) if you are guilty of dishonesty or serious or persistent misconduct, or without reasonable cause neglect or refuse to attend to your duties or fail to perform any of your obligations hereunder, or fail to observe Twilio's disciplinary rules or any other applicable regulations of Twilio.

#### **7. Limited Authority**

You will not enter into any commitments or dealings on behalf of Twilio or be a party to any alteration of any principle or policy of Twilio or exceed the authority or direction vested in you without the previous sanction of Twilio or those in authority over you. Any violation of this may lead to termination of your internship program with immediate effect.

#### **8. Declaration of interest**



Without prejudice to the provisions of Clause 10 of this Agreement (Non-competition), you will notify Twilio in writing of all business interests that you have directly or indirectly related to the business or activities of Twilio.

## **9. Confidentiality/Intellectual Property**

- 9.1 You shall keep confidential all the information and material, including information in relation to business, dealings, transactions and affairs, provided to you by Twilio or by its clients concerning their affairs or any information that comes to your knowledge or you make or discover during the course of the internship program, except as required to perform tasks during the course of your internship. Your obligation to keep such information confidential shall remain valid even on the termination or cancellation of your internship.
- 9.2 You shall also keep your internship terms and conditions strictly confidential. Any disclosure will constitute a breach of this Agreement and may result in termination of this Agreement.
- 9.3 You shall not at any time after the termination of this Agreement in any way make known, disclose or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of Twilio, whether such information is or was acquired by you before commencement of your internship with Twilio, in the course of your internship or otherwise.
- 9.4 You may be required to be involved in developing material for both in-house usage as well as for other purposes based on Twilio's requirements. Any material or intellectual property so developed by you, during the course of your internship shall be regarded as having been made under a contract of service and shall be the exclusive property of Twilio and you shall not use the same in any personal capacity, during the term of the internship program or at any point in time thereafter. For the avoidance of doubt, Twilio shall have a right to freely develop and alter such material, results and intellectual property rights and to license and assign them to third parties.
- 9.5 You agree to hereby transfer, assign in favour of Twilio, all rights, titles and interests in and to all the intellectual property, together with the rights to sub-license or transfer any and all rights assigned hereunder to third parties, in perpetuity. You agree that such assignment shall be perpetual, worldwide and royalty free. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if Twilio does not exercise the rights under the assignment within a period of one year from the date of assignment. You further acknowledge and agree that you shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. You agree to assist and cooperate with Twilio in perfecting Twilio's rights in all such materials and intellectual property.
- 9.6 You shall also disclose to Twilio any discovery, invention (whether patentable or not and whether or not patent protection has been applied for or granted), process or



improvement made or discovered by you while with Twilio and such discovery, invention, process or improvement shall belong absolutely to and be the sole property of Twilio.

- 9.7 You confirm that, by entering into this Agreement or performing any of the obligations under it, you will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on you. You shall advise Twilio if at any time during your internship, you believe you are being asked to engage in work that will, or will likely, jeopardize any confidentiality or other obligations owed to any third party, so that Twilio may consider modifying your duties. You undertake to indemnify Twilio against any claims, costs, damages, liabilities or expenses which Twilio may incur as a result of your breach of any third-party obligations, which you did not first raise a concern with Twilio.
- 9.8 You shall, whenever requested so by Twilio whether during or after the completion of internship hereunder, at the cost of Twilio, execute and sign any and all applications, assignments and other instruments which Twilio may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as Twilio may direct and to vest in Twilio the whole right, title and interest therein.

## **10. Non-competition**

You acknowledge that during the course of your internship with Twilio, you may become familiar with Twilio's trade secrets and the other confidential information concerning Twilio, its associates, related companies and that your work may be of a special, unique and extraordinary value to Twilio. You agree that during the term hereof, you shall not directly or indirectly own, manage, control, participate in, consult with, render services for (as an intern or otherwise), or engage in any business competing with the Twilio Group. For the purpose of this Agreement, the "business of Twilio" shall refer to Twilio, Inc. and its subsidiaries, including without limitation Twilio.

## **11. Return of Twilio Property**

- 10.1 You will be responsible for the safe return of all the properties of Twilio including any drawings, software, employee data, notebooks, manuals, documents, computerization of technical data, customer lists, specifications, files, memoranda, or other records of any nature belonging to Twilio or any reproduction thereof which may have been provided to you during the course of your internship with Twilio or which may be in your use, custody, care or charge. For the loss of any property of Twilio in your possession, Twilio will have a right to assess the value of the loss on its own basis and recover the damages as it deems proper in the event of your failure to account for such material or property to its satisfaction.
- 10.2 On expiry or earlier termination of this Agreement, you shall immediately hand over all papers, documents and other property of the Twilio Group as may be in your possession, custody, control or power, including but not limited to any phones, computers, vehicles, etc. provided by Twilio.



## 12. Data Privacy

As a part of your background check, as well as during the course of your internship with Twilio, Twilio may collect personal information, including but not limited to, your bank details, credit history, medical records and history, and such other personal data or information as it may deem necessary, from time to time, as necessary for the purposes of your internship. You hereby acknowledge and grant your consent to Twilio collecting, using, processing, storing, disposing off, and transferring, whether to any other Twilio Group company, or to third party service providers, within or outside India, any such personal information relating to you.

## 13. Tax Liability

You will arrange to take care of your tax liabilities, i.e. income tax, professional tax or any other tax as may be applicable to the aforesaid stipend payments, and Twilio will not be liable for the same. All stipend and other payments (if any) to you will be subject to tax withholding in accordance with applicable laws.

## 14. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of India. The courts in Bangalore will have exclusive jurisdiction in relation to all disputes arising out of this Agreement.

This Agreement constitutes the entire terms and conditions governing your engagement as an Intern with Twilio.

If the terms and conditions of this agreement are understood and accepted, please sign and return the attached copy of this Agreement.

Yours sincerely,

For **Twilio Technology India Private Limited**

DocuSigned by:

*Christopher Ottosson*

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Christopher Ottosson

Managing Director

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## Acknowledgement

I hereby accept the internship assignment on the terms and conditions set out in the foregoing Agreement.

DocuSigned by:

*Sai Prasanna*

Signature:

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Name: Sai Prasanna Laxmi Reddy



Date