



ADTRAN Networks India Private Limited
3rd Floor, NCC Building
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Durgam Cheruvu, Madhapur, Hyderabad-500081
Telangana, India

Srujana Sabbani
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Private and Confidential

December 13, 2019

LETTER OF AGREEMENT

Srujana Sabbani
2-77, Ghanpur, Toopran, Medak
Toopran 502334
India

Email: sabbanisrujana41@gmail.com

Re: Student Internship

Dear Srujana Sabbani,

On behalf of ADTRAN Networks India Private Limited (hereinafter "Company"), I am pleased to submit to you this Letter of Agreement for Student Internship with the Company, in Hyderabad, upon the following terms and conditions:

Your proposed start date with ADTRAN is March 2, 2020, and has an anticipated end date of June 30, 2020. You will be acting under the supervision/mentorship of Sachin Ghodkhande, during this period. Your working hours shall be established by the mentor, but shall include the hours from 10:00 AM to 07:00 PM, Monday through Friday of each week.

During this period of internship, we will require you to assist in the maintenance of testing and development activities.

Please note, however, that it is possible that your Mentor may require you to work on a different project in addition to/substitution of the above referenced project, during the internship period, and you agree to perform such duties as may, from time to time, be assigned to you and shall comply with all reasonable directions given by the Company and its representatives.

During your internship with the Company, you shall observe and comply with all of the existing policies, rules, regulations and directives of the Company (including, at a minimum, its Global Anti-Corruption Policy and Code of Conduct, incorporated herein by reference) and as may from time to time be made or given. In its sole discretion, the Company shall have the right to alter and amend its policies, rules, regulations and directives, as well as any of the terms of your internship, and such alteration or amendment shall become fully effective and a binding term of your internship upon notification to you.

During your internship you will be paid a stipend of 20,000 INR per month and the same would be subject to deduction of applicable withholding taxes. Apart from the same, you are not entitled to any other compensation or employee benefits, including employee benefits such as pension or retirement plans, unemployment and health insurance. You are responsible for all of your expenses related to your student internship with the Company, unless the Company specifically agrees in writing, to reimburse you for any specific expense.

You represent that the work submitted by you to the Company shall be your own original work, or work for which you have full right, title and interest (including all intellectual property rights) and all rights to report the facts contained in your work. You further represent that the work submitted by you to the Company shall not have been published in any medium prior to its submission to the Company. By signing this letter, and in consideration for the opportunity to pursue your internship with the Company and the work that will be assigned to you, you agree without any further compensation beyond the stipend described above, to transfer to the Company all intellectual property rights -- and all other rights, title and interest -- to the assigned work, unless we have agreed otherwise in writing, and you further agree to do all that is necessary to assist the Company in protecting such rights.

As a student intern, you remain free to provide your services to the general public and/or other corporations, as long as it does not create a conflict of interest with the internship set out herein. If you perceive such a conflict - or realize that you have, in the past, been involved in some conflict that would adversely reflect on your work for the Company - you

The arbitration award shall be in writing and shall specify the factual and legal basis for the award. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. An application for enforcement or execution of the award may be made in any court having jurisdiction over any party or its property, as may be the case. The Company will have the right to seek injunctive relief against yourself from any judicial or administrative authority of competent jurisdiction to enjoin you from breaching any provision of this letter pending resolution of a dispute by arbitration.

Further, your internship with the Company is subject to and conditional upon, among other requirements, (i) satisfactory completion of background verification and (ii) your execution of this Letter of Agreement on or by your joining date. If any of the aforesaid conditions are not met, then this Letter of Agreement shall stand revoked automatically and if you have already accepted the offer of internship and/or commenced the internship with the Company, this Letter of Agreement and/or such internship shall terminate.

Please return one signed copy of this Letter of Agreement for our files. You should also retain a signed copy. We are looking forward to your active participation with us, during your internship assignment.

Very truly yours,

James D. Wilson, Jr., Director
For and on behalf of ADTRAN Networks India Private Limited

By: 

Name: Srujana Sabbani

Date: 1/02/2020