



# TESTING MAVENS

SOFTWARE TESTING REDEFINED

TM/CK/AG/INT/2024-1

## INTERNSHIP AGREEMENT

This Internship Agreement (the "**Agreement**") is entered into 03<sup>rd</sup> June 2024 (the "**Effective Date**") to 02<sup>nd</sup> August 2024 (the "**End Date**"), by and between Testing Mavens Software Pvt Ltd, with an address of Unit 9B, 9<sup>th</sup> floor, Carnival Phase 4, Infopark Campus, Kakkanad, Kochi, Kerala, Pin: 682042 (the "**Company**") and Solomon Joseph, with an address of Thazhathuveetil house Kattappana po V T Nagar Idukki 685515, (the "**Intern**"), collectively "the **Parties**."

WHEREAS, Intern desires an internship to gain valuable knowledge, experience, education, training in Company's industry;

WHEREAS, Company is willing to grant Intern an internship;

NOW, therefore, the Parties, in consideration of the mutual promises, conditions and covenants contained herein, hereby agree as follows:

1. **Internship Position, Duties & Responsibilities.** Intern shall work as QA Intern in QA department.

Intern will perform the following duties:

Software test creation and Implementation based on the theoretical and technical training that we provide throughout 2 months.

Intern is responsible for the following responsibilities:

Making sure 100% availability (On premise/remote as per trainer's preference) during working hours which will be ideally fixed as 10 AM to 6 PM from Monday to Friday  
Timely completion of the assigned tasks as instructed by the trainers.

2. **Compensation.** The Parties agree that Intern will be entitled to a *monthly* stipend of INR 5,000 compensated for the duties performed at the Company for 2 months with reference to the effective date mentioned above. Intern agrees that he/she is gaining valuable knowledge, experience, education, and training in Company's industry as consideration for the Duties and Responsibilities.
3. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until 02<sup>nd</sup> August 2024.
4. **Intern Relationship.** Nothing in this Agreement shall be construed to create an employer-employee or principal-agent relationship between Intern and Company. Intern does not have the authority to bind Company in any manner whatsoever.



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5. **Confidentiality.** During the course of this Agreement, it may be necessary for Company to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Intern in order for Intern to complete the Duties and Responsibilities. Intern will not share any of this proprietary information at any time. Intern also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
6. **Intellectual Property.** Intern agrees that any content provided to Intern by Company in order to perform Intern's Duties and Responsibilities, including but not limited to, images, videos, and text, copyrights or trademarks, remains solely owned by Company. Intern agrees that any content provided by Intern to the Company in the course of performing Intern's Duties and Responsibilities, including but not limited to, images, videos, and text, copyrights or trademarks, is solely and legally owned by Intern, but Intern grants Company a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any such content in connection with Intern's Duties and Responsibilities. Any materials developed by the Company, making use of the content, remains the sole property of the Company. Any work product Intern may create during the course of this Agreement remains the sole property of Company.
7. **Termination.** This Agreement may be terminated at follows:
  - a. At any time by either Party upon written notice to the other party.
  - b. By Principal due to Intern's breach of the Agreement.
  - c. Complete authority is for the Company regarding all kind of disputes regarding the stipend, continued absence, or any acts from interns goes against the conditions mentioned in this agreement.

Upon termination, Intern shall return all Company content, materials, and all Work Product to Company at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.

8. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation. Intern further represents that he/she is duly authorized to work in India and is of legal age to work.



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9. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
10. **Limitation of Liability.** Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.
11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
12. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
13. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
14. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in India. The Parties each represent that they have the authority to enter into this Agreement.
15. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by Indian law.
16. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.



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The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:


## Testing Mavens Software Pvt Ltd

Signed:

By: Thushara Rajeev Kumar

Date: 04-06-2024

## "INTERN"

Signed: \_\_\_\_\_

By: Solomon Joseph

Date: 04-06-2024

Aadhar number: 905278056897