

NON-PAID INTERNSHIP AGREEMENT

This NON-PAID INTERNSHIP AGREEMENT sets forth the obligations of Logan Sundaram ("Intern"),

- LinkedIn Profile: <https://www.linkedin.com/in/logan-s-6b5805251/>
- Personal Email Address: Logan Sundaram
- Mobile or Google Voice Phone Number for MFA: 650-667-9999
- Emergency Contact Name & Phone Number (OPTIONAL): _____

This agreement is made between Netswitch Inc, also its global affiliates ("Company"), located at 611 Gateway Blvd., Suite 120, South San Francisco, CA 94080, and Logan Sundaram (Intern), a student at University of Michigan, email address: loganrms@umich.edu. This non-paid internship is intended to provide the Intern with the opportunity to learn business requirements and apply their educational skills by engaging with Netswitch and/or Securli's team members and customers. The professional experience gained during this internship will be reflected on the Intern's resume for career development purposes.

The Company's objective is to assist new workforce entrants in achieving their desired career development in the Information Technology (I.T.), Cybersecurity and Cyber Risk Governance industry after graduating from college or professional certification programs.

This is a Non-Paid voluntary program for approximately one semester for The Intern to learn The Company operation, including research and development to assist The Company's team members with their responsibilities.

This agreement between the Intern and the Company is to provide the structure for the Intern to develop their Hard-Skill & Soft-Skill based on the Mentor's direction to assign acceptable work experience based on the mutual agreement of Mentor-Protégé Engagement Guidelines (Appendix A) to designed to allow the Interns to connect the study of computer science, information technology, cybersecurity, and enterprise risk management (Governance, Risk, Compliance), engineering with their professional interests and pursuits. As the Intern desires the opportunity for experiences and training that expands and applies knowledge outside of the classroom and bridging the knowledge level between academic and real-life business experience.

The Internship Operation Location will be the intern's home office for online communication & collaboration, and/or business offices with the Company or Customer sites if necessary) to facilities to provide the Intern with practical experience and training similar to that given in a businesslike environment. The Intern must equipped with their personal computer, internet access, and legal software licenses during the internship period from June 4, 2025 to August 31, 2025.

The Intern does not have any obligation to the Company to terminate this agreement at any time without notice, and the Company reserved the rights to terminate this agreement at any time without notice. This Agreement will be terminate if the Intern does not respond to the Company after three attempts, EXCEPT CONFIDENTIALITY INFORMATION, INTELLECTUAL PROPERTY RIGHTS, AND COMPANY & CUSTOMER DATA PROTECTION CLAUSE FOR UP TO THREE-YEAR FROM THE EFFECTIVE DATE.

In connection with the Intern's career learning at Netswitch/Securli, as set forth more fully below. NOW, THEREFORE, the Internship Site acknowledges and agrees as follows:

1. The Company will have the Intern perform work that includes practical experience and training (the "Internship") in furtherance of the career development goals of the Intern. Specifically, the Intern is expected to fulfill the following responsibilities:
 - Machine Learning,
 - Data Science,
 - Software Development,
 - Programming Language,
 - Data Management,
 - Algorithms,
 - Information Retrieval of Parallel and Distributed Systems,
 - Cybersecurity,
 - Risk Management.
2. In accordance with guidelines from the US Department of Labor (<https://www.dol.gov/agencies/whd/fact-sheets/71-flsa-internships>), the Internship should satisfy the following criteria: (i) the Intern will not receive any direct or indirect compensation from the Internship Site for time spent in the Internship, (ii) the Intern will not be entitled to or expect a job with the Internship Site at the conclusion of the Internship, (iii) the Intern will not displace regular employees of the Internship Site, and the Internship will take place under the close supervision of existing Internship Site team members, and (iv) the Internship Site will not derive any immediate advantage from the Internship. The Intern will work under each own schedule but with company milestones on each task assignment. Each assignment, milestone, and objective will be communicated prior and mutually agreed upon before any work the Intern is willing to commit under the conditions of this Agreement has set forth. The Intern does not have any obligation to finish any of those assignments, but provide an email communication to any Company's team member without any reason to terminate the assignment of this Agreement as part of the Businesslike Professionalism expecting in the Real-Life Business Environment.
3. Any stipend provided by the Internship Site to the Intern shall not exceed the reasonable approximation of expenses incurred by the Intern connected with the Internship (subject to applicable immigration law for international students).
4. The Intern will not in any way be considered an employee, contractor, or representative of the Company.
5. The Internship Site retains the right to terminate the Internship consistent with applicable law. The Internship Site will make reasonable efforts to notify the Intern in advance of such removal.
6. The Intern will defend, indemnify and hold harmless to The Company and its Team Members, its affiliated entities and their respective customers, management, directors, officers, agents, employees, and representatives from and against any and all claims, demands, damages, liabilities, suits, proceedings, investigations and any other action of any kind and any resulting loss, liability, expense, damage, settlement, judgment, interest or penalty of any kind, including court costs and attorneys' fees resulting from, or arising in connection with, (i) any willful misconduct or negligent act or omission of the Internship Site or its team members, management, directors, customers or representatives in connection with this Agreement or (ii) breach by the Internship Site of any of the terms of this Agreement or any applicable law or regulation.
7. The Internship Site will comply with all applicable laws and regulations with regard to the Intern, including with respect to non-discrimination and anti-harassment.
8. The Intern will not use any name, logo, or trademark of the Company in any marketing, advertising, or publicity materials without the Company's prior written consent.

Confidentiality, Intellectual Property Rights, and Data Protection

A. DEFINITIONS

1.1 The words and expressions below shall have the following meanings:

"Affiliates"	The Company and all its subsidiaries, affiliates, Partners, and The Company's Clients/Customers.
"Confidential Information"	<p>Information of a confidential nature including but not limited to information concerning the organization, business, finances, databases, operations, processes, trading activities, transactions or affairs of the Company or its Affiliates (whether such information came to the Intern knowledge orally or in writing and, if written, whether contained in documentation, on computerized record, on software, or original or copies or otherwise) including, but not limited to, all trade secrets, know-how, technical information, reports, interpretations, forecasts, records, corporate and business plans, accounts, business methods, methodologies, management and computer systems, financial details, projections and targets, trading strategies, performance, statistics and assumptions of strategy, marketing initiatives and strategies, remuneration and personnel details (including any service agreements), planned products or services, budgets and information about clients, suppliers and vendors of the Company and its Affiliates.</p> <p>All information that is made available, obtained, or created by The Intern during this internship program that is not public knowledge or publicly available information (other than through a breach of any obligation of confidentiality by The Intern or any third party) is Confidential Information.</p>
"Intellectual Property Rights"	Includes patents, rights to inventions, design, copyright, and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Works"	<p>Any invention, idea, discovery, design, method, process, workflow, development, computer program, source code, database, software script, spreadsheet, improvement, or innovation which is developed, created, or made wholly or partially by The Intern at any time:</p> <ul style="list-style-type: none">(i) during the course of the Internship with the Company; or(ii) outside the course of the Internship but relating to the business of the Company,

whether or not using the Company premises or resources, whether or not patentable or capable of registration, and whether or not recorded in any medium.

B. CONFIDENTIALITY OBLIGATIONS

- B.1 The Intern acknowledges that in the internship, the Intern will obtain, have access to, and use Confidential Information. The Intern, therefore, agrees to accept the restrictions in Confidentiality, Intellectual Rights, and Data Protection for THREE YEARS from the Effective Date.
- B.2 **THE INTERN SHALL NOT, EITHER DURING OR THREE YEARS AFTER THE TERMINATION OF THE INTERNSHIP, DIRECTLY OR INDIRECTLY, USE, RETAIN, DESTROY, REMOVE, TRANSMIT, DISCLOSE OR COMMUNICATE TO ANY THIRD PARTY OF ANY CONFIDENTIAL, DATA, INTELLECTUAL PROPERTIES, CUSTOMERS, INFORMATION OTHER THAN IN THE PROPER PERFORMANCE OF THE INTERNSHIP DUTIES UNDER THIS AGREEMENT OR AS AUTHORIZED IN WRITING BY THE COMPANY. WITH SUSPICION OF SUCH CONFIDENTIAL INFORMATION DISCLOSURE WITH OR WITHOUT PROOF WILL BE SUBJECT TO IMMEDIATE TERMINATION WITH THE INTERNSHIP, AND THE COMPANIES HAVE THE RIGHTS FOR PROSECUTION UNDER THE LAW.**
- B.3 Paragraph B.2 does not preclude The Intern from disclosing Confidential Information to the extent The Intern is required to do so by law, any regulatory or investigative authority, or court order. If The Intern is required by law to disclose any Confidential Information, The Intern shall use all reasonable endeavors to give the Company proper notice of any such disclosure and shall limit such disclosure to that which is legally required. Should The Intern encounter this condition and require by law any regulatory or investigative authority or court order, THE INTERN MUST contact Stanley Li, CEO of Netswitch, Inc. at stanley@netswitch.net, or +1-415-986-0660.
- B.4 The Intern must take all reasonable steps to safeguard Confidential Information. The Intern must ensure that all Confidential Information, including all papers, publications, files, data, manuals, and documents (whether in hard copy or electronic form), are safeguarded and returned to the Company immediately upon termination of the Internship.
- B.5 All Interns have a duty of care to safeguard the Company's & their Customers' computers, information databases, sensitive data, and software systems. Equipment and data are the Company's property, and misuse of IT systems or equipment will constitute gross misconduct and may result in termination without notice or prosecution by law. In particular, but not exclusively, Interns are not:
 - (i) without the prior written authority of the Company, make (for whatever reason) any copies of documents or software or other materials which belong to or are licensed to the Company for the Intern personal benefits or for the benefit of any other person, organizations, and any private & public entities (other than the Company);
 - (ii) cause a computer to perform a function with intent to secure unauthorized access to the whole or any part of any program or data held in any computer or do or omit to do anything which may cause or facilitate any unauthorized access, modification, alteration, or eradication of the whole or any part of any program, configuration, or data held in any computer or on any storage medium or which may otherwise adversely affect the operation or reliability of any computer or program or the reliability of accessibility of any data; or
 - (iii) do or omit to do anything which may prejudice the security of the Company's and the Company's Customers computers, network, or software.

- (iv) Company has the right to install software, hardware, or other surveillance methods to inspect Company properties without prior notice or consent from any Company personnel. Company reserved all rights to own any digital assets, including information collected by personnel to perform research or any Company related business.
- B.6** Any breach of the responsibilities and obligations set out in this paragraph B may constitute gross misconduct and may result in summary dismissal.
- B.7** The Intern agrees to indemnify and keep fully indemnified the Company at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages, and losses, including any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by the Company arising from any breach by The Intern of this paragraph B.

C. INTELLECTUAL PROPERTY RIGHTS AND WORKS

- C.1** All Intellectual Property Rights and Works made, developed or created by the Intern belong to the Company subject to such rights or interest (if any) that the Intern may have as prescribed by law. The Intern hereby assign to the Company or its nominee all the Intern's rights and interests in the Works and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this, the Intern holds legal title in such rights and inventions on trust for the Company.
- C.2** The Intern undertake:
 - (i) to notify the Company in writing full details of any Works promptly on their creation;
 - (ii) to keep confidential details of all Works;
 - (iii) whenever requested to do so by the Company and in any event on the termination of this Agreement, to promptly deliver to the Company all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in the Intern's possession, custody or power;
 - (iv) not to register nor attempt to register any of the Intellectual Property Rights in the Works unless requested to do so by the Company; and
 - (v) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works has passed, or will pass, to the Company.
- C.3** The Intern warrant to the Company that:
 - (i) The Intern has not given and will not give permission to any third party to use any of the Works, nor any of the Intellectual Property Rights in the Works;
 - (ii) The Intern is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
 - (iii) the use of the Works or the Intellectual Property Rights in the Works by the Company will not infringe any third party's rights.
- C.4** The Intern agree to indemnify the Company and keep it indemnified at all times against all or any costs, claims, damages, or expenses incurred by the Company, or for which the Company may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works supplied by The Intern to the Company.
- C.5** The Intern undertake, at the expense of the Company, at any time either during or after the term of the Internship, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Company, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of the Company and to defend the Company against claims that works embodying Intellectual Property Rights infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works.



- C.6 The Intern may not for any purpose whatsoever use any Intellectual Property Rights or Works in any way other than in the interests of the Company, or for the purposes of performing the Intern's duties under this Agreement, unless The Intern obtains the prior written consent from the Company to do otherwise.

D. Data Protection

THE INTERN HEREBY CONSENTS TO THE HOLDING AND PROCESSING OF SENSITIVE DATA PROVIDED TO THE INTERN BY THE COMPANY OR ANY AFFILIATE FOR ALL PURPOSES RELATING TO THE PERFORMANCE OF THIS AGREEMENT, THE ADMINISTRATION AND MANAGEMENT OF ITS TEAM MEMBERS AND ITS CUSTOMERS, AND FOR THE COMPLIANCE WITH APPLICABLE PROCEDURES, COMPLIANCE, AND REGULATIONS.

BY ENTERING INTO THIS AGREEMENT, THE INTERN CONSENTS TO SUCH USE OF THE SENSITIVE DATA PROVIDED BY THE COMPANY AND TO THE TRANSFER OF SUCH SENSITIVE DATA TO THE INTERN FOR THE OBJECTIVE OF LEARNING EXPERIENCE ONLY; WHICH BOUND BY A DUTY OF CONFIDENTIALITY, INTELLECTUAL PROPERTY RIGHTS, AND DATA PROTECTION; IF IT IS REASONABLY NECESSARY FOR THOSE PURPOSES.

THIS UNPAID INTERNSHIP AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE INTERN AND THE COMPANY AND TERMINATES ANY AND ALL PREVIOUS AGREEMENTS BETWEEN THEM, WHETHER WRITTEN OR ORAL. THIS AGREEMENT IS SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS SITTING IN THE SAN MATEO COUNTY IN CALIFORNIA OF THE U.S.A, AND TO THE SUFFICIENCY OF SERVICE OF PROCESS BY CERTIFIED OR REGISTERED MAIL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF, OR IN CONNECTION WITH THE INTERNSHIP AND THIS AGREEMENT. THIS AGREEMENT MAY BE EXECUTED HERETO IN SEPARATE COUNTERPARTS, EACH OF WHICH WHEN SO EXECUTED AND DELIVERED WILL TOGETHER CONSTITUTE ONE AND THE SAME INSTRUMENT.

IN WITNESS WHEREOF, AUTHORIZED REPRESENTATIVES HAVE SIGNED THIS AGREEMENT AS OF THE DAY AND YEAR WRITTEN BELOW.

Intern Name- Logan Sundaram

The Company - Netswitch, Inc.

Signature

Signature

US State Issued ID or US Passport Number

Authorized Person Name

Effective Date

Effective Date

Appendix A

Mentor-Protégé Engagement Guidelines

We are voluntarily entering into this internship and wish this to be a rewarding experience for both parties, discussing professional and developmental activities. The following will guide our way:

1. The mentoring relationship is expected to last for three to four months without compensation or benefit. This is a VOLUNTARY INTERNSHIP PROGRAM.
2. Plan to meet at least once a week, either via online meeting or by phone. Meeting times and venue will be sent via a calendar invitation, and if either party doesn't show up after five minutes, the meeting will be automatically canceled and reschedule. After three attempts of rescheduling without justifiable reason, this engagement will be canceled without further notification.
3. At the end of each meeting, we will agree on any action items and a date for the next meeting.
4. Each meeting is expected to last a minimum of thirty and a maximum of ninety minutes.
5. The aim of the partnership is to discuss and work towards the following goals:
 - a) Unity Risk Indicators Development
 - b) InterOps Accelerator (AI – Reinforcement Learning) Development
 - c) Compliance Tethering – Data Mining process to integrate Cybersecurity & GRC (Governance, Risk, Compliance)
6. The expectations of the partnership include:
 - a) Case studies to justify the business/tech decisions
 - b) Business rationale behind every tech decision
 - c) Complete the Agentic AI prototype by the end of the summer (to pitch to investors)
 - d) Consider the pros and cons of developing in house or leverage other platforms
7. We agree that the role of the mentor is to: Counsel, Coach, Advise, and be an Advocate; set goal (s) and objective (s) with mentee; be a good listener; be authentic; be honest and provide constructive feedback to the mentee; and follow-through to achieve partnership goals.
8. We agree that the role of the mentee is to: develop well-thought-out professional and career goals for the mentoring relationship and oneself; take responsibility/initiative for driving the partnership to meet individual goals and objectives; be open to feedback and individual growth; take risks in order to grow; be a good listener; and be authentic.
9. We agree to keep all contents, verbal and electronic communications, during the internship completely confidential.