Ai + Quantum
for a Better Tomorrow

COLLABORATION AGREEMENT & MEMORANDUM OF AGREEMENT

This Collaboration Agreement and Memorandum of Agreement ('Agreement') records the agreement on non-circumvention, non-disclosure and collaboration and is made on 30th December, 2025, and is valid for three (3) years from the date of execution of this Agreement, by and between:

AQMATiCS Inc., a Company incorporated under the Companies Act, 2013 having its Registered Office at 3900 S Stonebridge Dr, #1101, McKinney, Texas, USA 75070 represented by its Director, Venkat Muramalla (hereinafter called the **"Partner/AQMATiCS",** which expression shall, unless the context admits otherwise, include assigns, representatives and nominees) of the FIRST PARTY. Ready Mediacom Pvt Ltd., our partner company, is designated to provide product offerings and services within India.

AND

LINGARAJ APPA ENGINEERING COLLEGE, Survey No. 25, Gornalli, Bidar, Karnataka 585403, INDIA, with the administrative Single Point of Contact, Dr Vinita B Patil, Principal, LINGARAJ APPA ENGINEERING COLLEGE, and with the academic Single Point of Contact, Prof Basava Rajappa, Department of Computer Science, LAEC, conducts academic teaching, research programs, and projects in collaboration with various R&D and Industrial organisations with involvement of its faculty and students. (hereinafter called the **"Partner/LAEC"** which expression shall, unless the context admits otherwise, include the partners, administrators, representatives and assigns) of the SECOND PARTY.

Parties to this Agreement are collectively referred to as 'Parties' and individually as 'Party'.

AQMATiCS

LAEC

1. PURPOSE, SCOPE & DATE

Whereas the Parties wish to collaborate on the development of platforms, the creation of joint patents and intellectual property, and the demonstration of these platforms. Therefore, the Parties agree to formalise their mutual understanding and cooperation through this Agreement, outlining the terms and conditions agreed upon in writing.

1.1 PURPOSE & SCOPE:

The purpose of this Agreement is to delineate the roles and responsibilities of AQMATiCS and LAEC in their collaborative research and development efforts, utilising engineering, emerging technologies, and supporting the setup of Agentic AI and Quantum cloud lab.

This Agreement aims to:

a. Research Collaboration: The Parties will engage in joint research focusing on the intersection of Artificial Intelligence (AI) and Quantum Computing, leveraging their respective expertise to advance the Quantum-AI ecosystem.

b. Application Development & Solutions: The Parties will collaborate to develop and build advanced solutions. AQMATiCS will contribute technical expertise and resources, while LAEC will provide faculty, researchers, and students through internship programs and advisory services. The parties will jointly showcase the developed solutions and software applications. AQMATiCS will utilise its events and marketing channels for promotion, while LAEC will support these efforts through its reasonable academic and research networks.

c. Intellectual Property Creation: The Parties will work together to create joint patents and other forms of intellectual property (IP) resulting from their collective efforts, ensuring shared equal ownership and mutual benefit.

Potential use cases for the developed solutions and research, which are of mutual interest to all Parties, include computational sciences, artificial intelligence, healthcare & life sciences, cybersecurity, sustainability, risk and compliance management, digital assets, logistics and supply chain management, and transportation.

The objectives outlined above will be pursued through specific problem statements detailed in separate, mutually agreeable Statements of Work (SOW). These SOWs will address particular tasks and deliverables for all Parties and will be categorised into two types:

i. Product Research-Based SOW: This SOW encompasses a broad range of research and development activities within the Quantum-AI ecosystem. It includes the investigation and development of quantum machine learning applications, the design and optimisation of simulators, and the development of specialised algorithms for quantum computing environments. Additionally, it covers security measures to protect against potential threats, safety protocols for quantum technologies, and the adaptation of existing algorithms for quantum platforms. The SOW also allows for exploration of other relevant areas as necessary, ensuring comprehensive advancement in these critical components.

ii. Application Development-Based SOW: This SOW will encompass the development of applications driven by artificial intelligence and emerging technologies, including but not limited to AI-driven chatbots designed to enhance user interaction and automate responses, and data analytics focused on extracting insights from specific datasets. It will also involve the development of advanced algorithms to optimise these applications and support sophisticated data processing tasks. Additionally, the SOW will cover the creation of use-case-driven applications tailored to address specific needs and scenarios. The objective of this SOW is to deliver innovative solutions through cutting-edge AI technologies and advanced algorithmic approaches, thereby supporting strategic goals and addressing critical operational requirements.

Each SOW will include detailed budget requirements, a timeline for achieving milestones, and specific goals, along with the responsibilities of each party as outlined in Section 2 below. The SOWs will be formally submitted for review to ensure alignment with the objectives and responsibilities outlined in this Agreement. The budget will cover research, development, and implementation costs, and any other necessary expenditures. Timelines will be established to ensure timely progress and achievement of the set goals.

The submitted documents, including each SOW, shall be mutually agreeable to the Parties and will be duly signed by the designated coordinators from each Party, as deemed necessary for each specific SOW, and will be shared among the parties to facilitate coordination and execution of the outlined activities.

Both Parties will hold periodic review meetings offline/online mutually agreed upon, which may include AQMATiCS or LAEC. These meetings will evaluate the progress of each Statement of Work (SOW) and determine the necessary actions to ensure the achievement of its objectives.

2 RESEARCH COLLABORATION and RESPONSIBILITY OF PARTIES: The following is a broad framework of responsibilities which define the research collaboration between the parties. Each SOW will outline Governance, Roles and Responsibilities for each area of work, and the SOW will precede the Agreement.

2.1 RESPONSIBILITIES OF LAEC

2.1.1. Research Development: Provide the necessary infrastructure, including personnel and (classical) computer lab facilities, to support lab research and development in quantum computing, advanced algorithms, machine learning, data analytics, and artificial intelligence.

2.1.2 Interface Management: If required in an SOW, form local teams with domain experts to address specific problem scopes. LAEC may, at its own discretion, engage its affiliated entities, including various departments and the **Lingaraj Appa Engineering College** (LAEC), to enlist domain experts for solution development.

2.1.3 Lab Development: Facilitates AQMATiCS in establishing and developing Agentic AI & Quantum labs, namely AQMATiCS QuantumRAiSE Labs, and AQMATiCS iCollab.

2.1.4 Algorithm Design, Prototype Development: LAEC will provide insights into algorithm design and create basic implementations to support proof of concepts. Additionally, LAEC will develop advanced algorithms to deliver efficient solutions to identify problems and build a prototype to demonstrate the concept.

2.1.5 Research Validation and Ethics Compliance: Assist with validating research outcomes, facilitating product refinement, and securing ethics clearance wherever necessary.

2.2 RESPONSIBILITIES OF AQMATiCS

2.2.1 Infrastructure Development Support: Provide support for the establishment and enhancement of infrastructure for Quantum Computing and Agentic AI labs at LAEC. Additionally, as and when required by LAEC, for a Statement of Work (SoW), offer industrial support for research activities, including, but not limited to, support for conferences, publications, and patent applications. Establishment of the labs mentioned below with the support of LAEC:

AQMATiCS QuantumRAiSE Labs

- ⇒ Quantum AI Lab
- ⇒ Agentic AI Lab
- ⇒ DataBricks Cloud AI Lab

AQMATiCS iCollab

- ⇒ Industry, International Universities Collaboration

2.2.2 Curriculum Support: Provide guidance and support in designing elective courses on emerging technologies related to quantum computing and AI for LAEC's undergraduate and postgraduate programs. AQMATiCS will ensure that the technologies are effectively incorporated into the academic offerings.

2.2.3 Internship and Training: Offer internship and training resources, both online and offline, at LAEC and at AQMATiCS's facilities in

Tumkur/Bangalore/Hyderabad for qualified students in software application development.

2.2.4 Product Conceptualisation: Develop the overall architecture of products and delineate the deliverables, including both software and hardware components, based on internal research and market understanding. AQMATiCS will iteratively refine existing components and integrate additional elements as needed.

2.2.5 Validation and Testing: Assist in validating research outcomes, testing products, and facilitating product refinement and statutory approvals where necessary.

2.2.6 Liaison and Interface Management: Manage interactions with relevant authorities to secure approvals and facilitate the commercial launch of developed products.

Notwithstanding any provisions to the contrary in the Agreement, the Parties agree as follows: The terms of the royalty will be mutually agreed upon in each SOW. AQMATiCS will provide the funding for the royalties, and LAEC will offer guidance on how these funds should be allocated. The allocation may include asset creation (such as purchasing equipment and establishing laboratories) and research grants.

It is mutually agreed that:

A. This Agreement may be amended only by mutual written consent of the Parties, with such amendments requiring the same formalities as the original Agreement.

B. No waiver of any provision under this Agreement shall constitute an amendment or obligate a Party to a future waiver of the same provision unless it is incorporated into a formal amendment as specified in sub-clause (A) above.

3. INTELLECTUAL PROPERTY (IP) SHARING

3.1 Ownership and Rights: All intellectual property (IP), including, but not limited to, both patents and non-patents, trademarks, trade secrets, designs,

and copyrights developed under this Agreement (including SOWs) shall be jointly owned by AQMATiCS and LAEC, with equal rights. The inventors of any such IP shall have no individual ownership rights over the IP, which shall be considered the collective property of both the Parties.

3.2 Assignment of Rights and Contributions: LAEC agrees to assign its share of intellectual property (IP) rights to AQMATiCS upon request, provided there is mutual agreement. Conversely, AQMATiCS agrees to assign its share of intellectual property (IP) rights to LAEC upon request, provided there is mutual agreement. Further, based on LAEC's sole decision and approval, LAEC's share of the contribution will be utilised towards setting up R&D labs in Quantum Computing and Artificial Intelligence at LAEC over a period of time.

3.3 Sale or Licensing of IP Rights: Any selling or licensing of any IP rights, developed as part of the joint work, will be by mutual agreement of both the Parties.

3.4 Documentation and Addendum: The terms governing IP sharing, including any agreements with related institutions or departments of LAEC involved in Agreement activities, will be documented in writing. Such agreements shall be included as an addendum to the relevant SOW associated with LAEC's activities.

3.5 Independently Developed IP: Any intellectual property independently developed by any Party, outside the scope of this Agreement and its associated SOWs, shall remain the sole property of the developing Party. Such independently developed IP shall not infringe upon this Agreement or any SOWs signed under it.

4. INTELLECTUAL PROPERTY RIGHTS:

4.1 Ownership of IP: Any jointly developed IP will be subject to clear terms regarding ownership percentages, commercialisation rights, royalty rights, and revenue sharing, with equal distribution to be and mutually agreed upon by the Parties.

4.2 Indemnification: Each party shall indemnify, defend, and hold harmless the other Party from any claims brought by an unaffiliated third party in connection with this Agreement. Specifically, AQMATiCS and LAEC agree to share equal responsibility for covering any losses, damages, or legal costs incurred as a result of such claims, based on their respective roles and responsibilities under this Agreement.

5. PROPRIETARY RIGHTS, PATENTING AND PUBLICATION

5.1 Right of Access: All Parties agree to provide access to all Subject Data and Research Materials produced during the course of the research/work conducted under this Agreement. Each Party shall utilise such Subject Data and Research Materials for their own purposes, in accordance with its obligations under this Agreement.

5.2 Research Publications and Patenting: The Parties are committed to either publishing the outcomes of the project in reputable journals, thought-leadership or patenting them. All publications shall appropriately credit contributors from all Parties involved. However, such scientific documents shall be structured to ensure that critical intellectual property (IP) components of the concept are not disclosed.

The Parties agree to prepare technical and promotional materials for use by professionals in the field, as well as the general public. Additionally, the Parties will work collaboratively to identify and pursue patent protection for any novel IP arising from the project, ensuring that patent applications are filed before any public disclosure of the related IP.

5.3 Data Anonymity and Confidentiality: To the extent permitted by law, all Parties agree to maintain the confidentiality of Subject Data and Research Materials until they are published or corresponding patent applications are filed. Any information that identifies human subjects will be kept confidential in accordance with best practices for such research.

5.4 Protection of Confidential Information: Proprietary or confidential information shall not be disclosed, copied, reproduced, or otherwise made available to any third party without the prior written consent of the other Party, except as required by law or court order. Each Party agrees to use its best efforts to maintain the confidentiality of such Proprietary or Confidential Information.

5.5 Non-Circumvention Agreement: Each Party agrees not to pursue or engage in any transaction or business related to the Intellectual Property

in the specific area as defined in the SOW disclosed or generated under this Agreement without prior written consent from the other Party. No Party shall contact any other third parties regarding such Intellectual Property without obtaining the same consent. However, it is understood and agreed between Parties that (i) any Party may engage in business with third parties with whom they had a pre-existing relationship before the commencement of this Agreement; and (ii) if any Party independently develops any Intellectual Property without using or referencing any confidential information or materials disclosed under this Agreement, they may pursue or engage in transactions related to that Intellectual Property independently.

5.6 Non-Compete Agreement: All Parties agree not to duplicate, modify, or use the Intellectual Property generated through this collaboration, whether for commercial or non-commercial purposes, directly or indirectly, or through any third party. This prohibition includes any actions that could lead to direct competition with the interests of any of the Parties involved in this Agreement. However, it is understood and agreed between parties that they may engage in business activities that are unrelated to the Intellectual Property or the specific business area as defined in the SOW, even if such activities may overlap with the interests of the other Party, as long as they do not use the jointly created Intellectual Property.

5.7 Binding Data: Any specific data brought into the collaboration by a Party that is subject to certain binding conditions must be communicated to the other Parties in writing or by email. All Parties agree to adhere to such binding conditions as specified.

6. DISPUTE RESOLUTION AND LITIGATION:

6.1 Amicable Resolution: In the event of any dispute, disagreement, or difference arising from or related to the interpretation, implementation, or termination of this Agreement ("Dispute"), the Parties shall first seek to resolve the matter amicably through discussions. The Vice-Chancellor of LAEC, along with representatives from all Parties, shall participate in these discussions.

6.2 Arbitration: If the Dispute cannot be resolved amicably within thirty business days from the initiation of negotiations, the matter shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended. The arbitration shall be conducted by a sole

arbitrator appointed by mutual consent of the Parties. The arbitration will take place in Bangalore, and the proceedings shall be conducted in English. The arbitral award shall be final and binding. Each Party shall bear its respective costs of arbitration. In the event of the arbitrator's inability to perform their duties, the Parties shall mutually agree on the appointment of a replacement arbitrator.

6.3 Continuity of Obligations: During the arbitration proceedings, all Parties shall continue to perform their respective obligations under this Agreement.

6.4 Non-Waiver of Rights and Remedies: Except as expressly set forth herein, any failure of a party to take action in response to any breach of this Agreement by the other party shall not constitute a waiver of such breach or of performance required by the other party; and no waiver of any provision of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided herein.

6.5 Governing Law: This Agreement shall be governed by the laws of India, excluding its conflict-of-law rules. The courts in Bangalore shall have exclusive jurisdiction. Disputes will first be attempted to be resolved through mutual negotiations.

If unresolved, disputes will be referred to arbitration in Bangalore, conducted in English under the Indian Arbitration and Conciliation Act, 1996. The arbitration will be by a sole arbitrator appointed per the Act's rules. The arbitrator's decision will be final, binding, and enforceable in any competent court.

7. DATA SHARING AND PRIVACY:

7.1 Data Sharing: The Parties agree to share relevant, accurate, and timely data necessary for achieving the objectives outlined in this MOU. Each Party is responsible for ensuring that the data they share meets these criteria to facilitate the success of the collaboration.

7.2 Confidentiality: The Parties agree to maintain the confidentiality of all shared data. Confidential data must be clearly marked as such by the disclosing Party. The receiving Party shall not disclose, use, or permit the use of the confidential data for any purpose other than as specified in this

MOU, except with the prior written consent of the disclosing Party. It is understood between parties that Confidential data shall not include data which (i) is independently developed by parties, (ii) is already in the public domain, (iii) becomes available to a party from a third-party resource not forming a part of this arrangement and (iv) becomes available on a non-confidential basis before signing this MOU.

7.3 Data Ownership: Any data shared by LAEC, AQMATiCS remains the property of the respective Party. Such data may not be used for purposes outside the agreed scope of this MOU without the prior written permission of the Party that owns the data.

7.4 Compliance with Data Protection Laws: The Parties shall adhere to all applicable data protection laws and regulations when handling any personal data shared under this MOU. Each Party shall implement appropriate technical and organisational measures to protect the data against unauthorised or unlawful processing, accidental loss, destruction, or damage.

7.5 Data Security: The Parties agree to store shared data securely and restrict access to authorised personnel only. Each Party shall implement and maintain security measures to ensure the integrity and confidentiality of the data.

8. **TERMINATION OR SUSPENSION:**

8.1 Conditions for Termination: This MOU may be terminated or suspended by any Party if the other Party fails to comply with its terms, or if such termination is deemed to be in the best interest of the terminating Party, provided that a thirty-day written notice is given. The notice of termination or suspension must specify the reasons for the action. Regardless of the reason for termination or suspension, the Parties will be compensated for services properly rendered before the termination or suspension of this MOU.

8.2 Force Majeure: If a party (AQMATiCS or LAEC) is unable to perform its obligations due to events such as strikes, pandemic-related impacts, government restrictions, riots, war, severe weather, or other major disruptions ("Force Majeure"), it is excused from performance for the duration of the disruption. The affected party must promptly notify the others in writing. If the disruption continues for an extended period

(such as beyond ninety days) and significantly impairs the ability to fulfil the Agreement, the other parties may terminate the Agreement with prior notice.

8.3 Post-Termination IP and Other Provisions: Upon termination of this MOU, any jointly developed intellectual property will be subject to equitable distribution or compensation among the Parties, as mutually agreed upon. Additionally, any provisions inherently intended to survive termination, including those related to the payment of outstanding obligations or responsibilities, shall remain in effect.

All confidentiality and indemnification obligations provided for herein shall survive the termination or expiration of this MOU.

9. GENERAL PROVISIONS OR MISCELLANEOUS:

9.1 Assignment: No Party may assign any of its obligations under this MOU without the prior written consent of the other Parties.

9.2 Modifications: This MOU may only be modified or amended by a written agreement signed by all Parties.

9.3 Entire MOU: This MOU represents the entire agreement between the Parties and supersedes all prior agreements, understandings, or representations, whether written or oral, relating to its subject matter.

9.4 Severability: If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. Section headings are for convenience only and do not affect the interpretation of the MOU.

9.5 No Third Party Beneficiaries: This MOU is intended solely for the benefit of the Parties and their respective affiliates. No third party shall have any rights or claims under this MOU.

9.6 The Parties affirm that they have entered into this MOU voluntarily and without any force, coercion, misrepresentation, or undue influence. The Parties agree not to dispute the validity or execution of this MOU in any court, forum, or authority.

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*Note: No financial Matters will be involved in MOU only % the Student is willing to take the Course He/She can register for the Course.

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EFFECTIVE DATE: This Agreement shall be effective upon the signature of the Parties' authorised officials. It shall be in force from 30th December, 2025, to 29th December, 2028.

IN WITNESS WHEREOF, BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS HEREIN CONTAINED ON THIS THE DATE, MONTH AND YEAR FIRST HEREINABOVE MENTIONED.

Signed for & on behalf of AQMATiCS: Name: Venkat Muramalla Designation: Director, Partner Enablement	Signature & Date: 30/12/2025
Signed for & on behalf of LAEC: Name: Dr. Vinita B Patil Designation: Principal, LAEC	Signature & Date: Vinit 30/12/2025
Signature of the PI from LAEC: Name: ~~Dr.~~ Asst Prof Basava Rajappa Designation: Professor, CS, LAEC	Signature & Date:

AQMATICS Inc. USA Hyderabad

WITNESSES:

1. Md Azhar Hussain.
2. Dr. Vivek Jalaeli

Vinit