MEMORANDUM OF UNDERSTANDING

FOR STRATEGIC ACADEMIC, RESEARCH AND TECHNOLOGY COLLABORATION

This Memorandum of Understanding ("MOU") is executed on this 20th day of February 2026.

BY AND BETWEEN

Zoom My Life, LLC, a limited liability company duly organized under the laws of the State of California, United States of America, having its principal place of business in Silicon Valley, California, USA and its Indian Associate Earth on Sky (hereinafter referred to as "ZML");

AND

Jawaharlal Nehru Technological University Kakinada (JNTUK), a statutory State University established under the laws of the State of Andhra Pradesh, India, having its registered office at Kakinada, Andhra Pradesh – 533003, India (hereinafter referred to as "JNTUK").

ZML and JNTUK are individually referred to as a "Party" and collectively as the "Parties."

PREAMBLE

WHEREAS:

1. ZML develops AI-driven healthcare technologies advancing diagnostics, patient care, and clinical decision-making;
2. JNTUK is committed to providing quality higher education and promoting research
3. excellence aligned with global standards;
4. The Parties recognize the importance of collaboration in fostering innovation, translating academic research into market-ready solutions, and addressing critical healthcare challenges;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 – PURPOSE

This MOU establishes a framework for collaboration in Health Artificial Intelligence (AI), research, innovation, student engagement, and technology commercialization.

Specific collaborative projects shall be governed by separate written Project Agreements.

Nothing in this MOU obligates either Party to enter into any specific project or financial commitment.

ARTICLE 2 – SCOPE OF COLLABORATION

The Parties may collaborate in the following areas:

2.1 Fundamental Research Collaboration

- Joint research initiatives addressing innovative healthcare challenges.
- Publication of collaborative research in reputed journals and conferences.
- Support for **B.Tech., M.Tech., and Ph.D. students** through:
    - Industry-aligned problem statements,
    - Capstone projects,
    - Thesis supervision,
    - Joint research mentorship.
- Sharing of private and non-sensitive datasets subject to applicable data protection and ethical laws.

2.2 Applied Research and Technology Translation

- Conversion of academic research into practical healthcare products.
- Development and sharing of hardware and software infrastructure.
- Establishment of state-of-the-art research facilities in Health AI.
- Promotion of interdisciplinary initiatives bridging computer science and related domains.

2.3 Funding and Grants

The Parties may jointly pursue funding from national and international agencies, including but not limited to:

- Biotechnology Industry Research Assistance Council (BIRAC),
- Department of Biotechnology (DBT),
- Ministry of Electronics and Information Technology (MeitY) and other government agencies.
- International research bodies and private foundations.

Each funded project shall comply with the respective funding guidelines.

2.4 Community Engagement and Outreach

- Health club activities and awareness programs.
- Internships and industry exposure.

- Workshops, hackathons, and skill development programs.
- Initiatives such as **"Innovate Crew (Girls)"** to encourage women's participation in STEM.

ARTICLE 3 – GOVERNANCE

A Joint Steering Committee (JSC) shall be formed comprising representatives from both Parties to:

- Review proposed projects;
- Establish performance metrics;
- Monitor progress;
- Address operational challenges.
- The Joint Steering Committee shall prepare semi-annual reports summarizing ongoing projects, outcomes, and challenges for review by both Parties.

ARTICLE 4 – INTELLECTUAL PROPERTY RIGHTS

4.1 Background IP

Each Party retains ownership of intellectual property developed independently prior to this MOU.

4.2 Foreground IPseat

- IP developed solely by one Party shall belong exclusively to that Party.
- IP developed jointly shall be jointly owned in proportion to documented contributions unless otherwise agreed in writing.

Each jointly owning Party shall not assign or exclusively license its share in jointly developed IP without prior written consent of the other Party.

4.2.1 Academic License: Notwithstanding commercialization rights, JNTUK shall retain a non-exclusive, royalty-free license to use jointly developed IP for research, teaching, and academic purposes.

4.3 Commercialization

Licensing, royalty sharing, patent filing strategy, and commercialization rights shall be governed by separate Project Agreements.

No automatic commercial rights are created under this MOU.

4.4 Academic Recognition

All publications shall appropriately acknowledge the contributions of both Parties, subject to confidentiality and patent protection considerations.

Prior to publication, the publishing Party shall provide the other Party a copy at least forty-five (45) days in advance to allow review for confidential, sensitive, or patentable material.

ARTICLE 5 – CONFIDENTIALITY

Confidential Information includes technical, business, research, and proprietary information disclosed during collaboration.

Each Party agrees to:

- Use such information solely for collaboration purposes;
- Not disclose it without written consent;
- Protect it using reasonable standards of care.

Confidentiality obligations shall survive for five (5) years after termination.

ARTICLE 6 – DATA PROTECTION AND ETHICAL COMPLIANCE

All research involving healthcare or personal data shall comply with:

- Digital Personal Data Protection Act, India;
- Information Technology Act, India;
- Applicable U.S. privacy regulations including HIPAA where applicable.

Institutional Ethics Committee approvals shall be obtained where required.

No patient-identifiable data shall be shared without proper consent and legal compliance.

Any sharing of sensitive datasets with external parties or third-party collaborators shall require prior written approval from JNTUK's designated authority.

ARTICLE 7 – FINANCIAL TERMS

This MOU does not create any financial obligation between the Parties.

Each Party shall bear its own costs unless otherwise agreed in writing.

ARTICLE 8 – LIMITATION OF LIABILITY

To the extent permitted by law, neither Party shall be liable for indirect, incidental, consequential, or punitive damages arising from this collaboration.

ARTICLE 9 – FORCE MAJEURE

Neither Party shall be liable for delay or failure due to events beyond reasonable control, including natural disasters, governmental restrictions, or public health emergencies.

ARTICLE 10 – TERM AND TERMINATION

This MOU shall remain valid for five (5) years from execution.

Either Party may terminate upon ninety (90) days' written notice.

Termination shall not affect:

- Ongoing projects under separate agreements;
- IP rights;
- Confidentiality obligations.

ARTICLE 11 – GOVERNING LAW AND DISPUTE RESOLUTION

This MOU shall be governed by the laws of India.

Disputes shall first be resolved amicably.

If unresolved, disputes shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.

The seat of arbitration shall be Andhra Pradesh, India.

The arbitration shall be conducted in English by a sole arbitrator mutually appointed by the Parties.

ARTICLE 12 – INDEPENDENT RELATIONSHIP

Nothing in this MOU creates a partnership, joint venture, agency, or employment relationship between the Parties.

ARTICLE 13 – NON-BINDING NATURE

This MOU represents a statement of intent and collaboration framework.

Except for Articles relating to Intellectual Property, Confidentiality, Data Protection, Governing Law, Dispute Resolution, and Limitation of Liability, this MOU is non-binding in nature.

ARTICLE 14 – AMENDMENTS

Any amendment shall be valid only if made in writing and signed by authorized representatives of both Parties.

ARTICLE 15 – USE OF NAME AND LOGO

Neither Party shall use the name, logo, trademarks, or branding of the other Party for publicity, marketing, or promotional purposes without prior written approval.

SIGNATORIES

For Zoom My Life: Authorized Representative Name: Mr. Sreepada Sreenivas Designation: CEO Signature: _____	**For JNTUK (and its affiliated colleges):** Authorized Representative Name: Prof. Dr. R Srinivasa Rao Designation: Registrar Signature: _____
Witness: Name : Mr. Raghu Vamsi Krishna Hemadribotla Designation : Sr. Project Manager Signature: _____	Witness: Name : Prof. A. Swarna Kumari Designation: Director, Corporate, Alumni and International Relations. Signature: _____
Point of Contact: Name : Mr. Narahari Hari Prasad Designation : Vice President (Global Operations) Signature: _____	Point of Contact: Name : Prof. N. Ramakrishnaiah Designation : Head, Dept. of CSE. UCEK(A) Signature: _____
Date: 20th February 2026.	Date: 20th February 2026.