

TECHNICAL CONSULTANCY AGREEMENT

This Technical Consultancy Agreement ("Agreement") is made and executed on this ____ day of _____ 2025 ("Effective Date") at Haryana, India.

BETWEEN

M/s VaaaN Infra Private Limited, a company incorporated under the Companies Act, 1956 and having its corporate office at Villa-8, Block-II, Eros Garden, Surajkund Road, Delhi NCR-121009, (Faridabad), India (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns),

AND

Mr. Dhiraj Khanna, residing at F118 Richmond Park, Sector 43, Gurugram - 122009 (hereinafter referred to as the "Consultant", which expression shall include his/her heirs, executors, administrators, and permitted assigns).

The Company and the Consultant are collectively referred to as the "Parties" and individually as a "Party".

1. PURPOSE OF THE AGREEMENT

The Company hereby engages the Consultant to provide technical consultancy services for development of Agentic AI based Man–Machine Interface (MMI/UI) code in Unreal Engine and/or, Unity as part of a Tunnel Management System (TMS) Control Room software to be deployed in an offline manner ie without the need to necessarily connect to the internet. The Consultant agrees to undertake tasks including, but not limited to, 2D and 3D visualization development based on BIM and/or, AutoCAD and/or, Navisworks drawings, and AR and integration for use in control room and tunnel, in accordance with the terms of this Agreement.

2. SCOPE OF WORK

The Consultant shall visit the Company premises at least once a week and provide all technical consultancy, advisory, design, development, and integration services necessary to accomplish the following:

2.1 MMI/UI Development

- Creation of Agentic AI based MMI/UI based on Digital Twin philosophy using Unreal Engine and/or, Unity.
- Integration of 2D and 3D visualizations generated from BIM formats, AutoCAD, or Navisworks drawings supplied by the Company. Importing 360° camera view in 3D visualization mode apart from Synthetic data from drawings. Creating walkthroughs similar to Street View.

- Integration to other TMS Software modules as per interface protocol / API shared by the Company. The same shall be indicative/tentative and subject to change based on any new requirements which emerge during the MMI/UI design and development phase.
- Development of interactive user interfaces for operators in the control room. There should be 2 supported displays, one handling entire tunnel and referred to as “Information Screen”. The other would handle incident(s) and the screen would auto-tile itself as per number of ongoing incidents. This display is referred to as the “Action Screen”.
- Development of a Chat-GPT like voice/text interface, if required using free-to-use Natural Language Processing and/or, Open-Source Small Language Model, to extract information from the database in excel and/or, pdf to generate different types of Reports. Feasibility of predictions based on available data shall be explored during the development phase.

2.2 AR & VR System Integration

- Identify suitable AR and VR hardware devices, 360⁰ cameras and any other hardware required for use in the control room and inside the tunnel.
- Design and implement AR visual layers over real-world tunnel environments and Camera VR walkthrough modes.
- Identify and/or develop localization accessories and SLAM algorithms needed for accurate positioning and mapping of AR devices inside the tunnel.
- Integrate hardware and other software modules into the TMS ecosystem.

2.3 Collaboration with Company Developers

- Work jointly with two (2) developers assigned by the Company.
- Provide technical guidance, mentoring, and task-level direction to the Company’s development & execution team.
- Setup a Technical Project Management environment using free tools like Click-up/any other, to detail out entire project, timelines etc as well as indicate & track weekly targets of the Company’s developers.

2.4 Deliverables

The Consultant shall deliver the following by effective guidance & utilization of the assigned Company developers:

- Complete functional MMI/UI modules in Unreal and/or, Unity.
- 2D and 3D visualization modules generated from Company-provided engineering drawings.

- AR and VR integration package including device selection report, SLAM/localization specifications, and software modules.
- Configuration and Reports generation, preferably using Chat-GPT like User interface.
- Documentation including API details, integration instructions, and maintenance notes.
- Due training to the two resources provided by the Company so that they may be fully capable of making changes to the source code of the modules generated and utilizing the said modules.

2.5 Training & Assessment Modules

- Develop training modules within the software for familiarizing operators with the Tunnel Management System MMI/UI. Use of Natural Language Processing and/or, Small Language Model with Traffic Management Plan, Maintenance Manual and other relevant documents as inputs may be used for self-training by Operators using a Chat-GPT like interface.
- Create operator assessment modules capable of evaluating competence through scenario-based tests, simulations, or task-based performance metrics.
- Provide reporting features to track operator performance, learning progress, and certification readiness.

3. TERM OF AGREEMENT

This Agreement shall remain valid for a maximum period of eleven (11) months from the Effective Date, unless extended or renewed in writing by the Company. However, the tentative Commencement date of the Project shall be 01 Jan 2026 for a period of ten (10) months of actual development/execution period unless extended by the Company.

4. PROFESSIONAL FEES AND PAYMENT TERMS

- The Consultant shall be compensated at the rate of 1.5 Lakhs/month.
- Payments shall be made against invoices submitted monthly.

5. CONFIDENTIALITY

- The Consultant shall maintain confidentiality of all information, data, drawings, software assets, models, tunnel layouts, and documents shared by the Company.
- Confidential information shall not be disclosed to any third party without prior written consent from the Company.

- This obligation shall survive termination of the Agreement for a period of five (5) years.

6. INTELLECTUAL PROPERTY RIGHTS (IPR)

- All work products, source code, models, modules, algorithms, and documentation created under this Agreement shall be the exclusive intellectual property of the Company.
- The Consultant shall waive any moral rights associated with the deliverables.
- The Consultant shall not reuse or repurpose the developed modules for any third-party commercial activity without explicit written approval from the Company. For the purpose of clarity, copies of all modules developed shall be duly handed over by the Consultant to the Company without any retention of copies.

7. NON-COMPETE AND NON-SOLICITATION

7.1 Non-Compete

During the term of this Agreement and for a period of twelve (12) months after termination, the Consultant shall not:

- Provide similar technical consultancy for tunnel management systems, or
- Work with any competitor engaged in development of similar control room MMI/UI systems, AR and VR tunnel systems, or SLAM-based underground navigation systems.

7.2 Non-Solicitation

The Consultant shall not, for a period of at least twelve (12) months after termination, solicit or attempt to solicit:

- Any employee of the Company, or
- Any client or vendor of the Company.

8. TERMINATION

8.1 Termination for Convenience

The Company may terminate this Agreement at any time by giving 30 days' written notice.

8.2 Termination for Cause

Either Party may terminate the Agreement with immediate effect if the other Party:

- Breaches any material term and fails to cure within 15 days of notice.
- Engages in misconduct, fraud, or gross negligence.

- Fails to deliver milestones within a reasonable time despite warnings.
- Failure by Company to pay compensation within 14 days of submission of Invoice by Consultant.

8.3 Consequences of Termination

Upon termination:

- The Consultant shall immediately return all materials, data, documents, hardware, and software assets of the Company.
- The Consultant shall hand over all completed work, source code, design files, and documentation.
- Payments due for satisfactorily completed work shall be settled as on date of termination.

9. REPRESENTATIONS AND WARRANTIES

The Consultant represents and warrants that:

- He/she possesses the technical skills, qualifications, and expertise necessary for the scope of work.
- The work performed shall be original and shall not infringe on third-party IPR.
- All hardware recommendations shall be made in good faith based on technical merit.

The Company represents that:

- It shall provide all required engineering drawings, BIM and/or, CAD and/or, Navisworks files, and system-level APIs necessary for integration.
- It shall provide reasonable access, support, and development collaboration.
- Shall pay compensation within 14 days of submission of Invoice by the Consultant as per Professional Fees and Payment terms described in this Agreement.

10. INDEMNITY

The Consultant shall indemnify and hold harmless the Company against claims, damages, liabilities, or losses arising from:

- Consultant's negligence, errors, or omissions;
- Breach of confidentiality or IPR obligations;

11. LIMITATION OF LIABILITY

Except in cases involving fraud, misconduct, or breach of confidentiality/IPR:

- The liability for each Party shall not exceed 50% of the total amount paid to-date under this Agreement.
- Neither Party shall be liable for indirect or consequential damages.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. Any disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the courts at Faridabad, India.

13. MISCELLANEOUS

- This Agreement constitutes the entire understanding between the Parties.
- Any amendments shall be made only through written mutual consent.
- The Consultant is an independent contractor and not an employee of the Company.

SIGNATURES

For the Company

Name: _____

Designation:

Signature: _____

Date: _____

For the Consultant

Name:

Dhiraj Khanna

Signature: _____

Date: _____