STRATEGIC PARTNERSHIP AGREEMENT

This Strategic Partnership Agreement is entered into as of November 29, 2025, among:

Party A: QuantumLeap AI Technologies Inc. ("QuantumLeap")

Party B: GlobalData Solutions Corp. ("GlobalData")

Party C: Enterprise Cloud Systems LLC ("ECS")

Collectively referred to as the "Partners" or "Alliance".

RECITALS

WHEREAS, QuantumLeap specializes in advanced machine learning algorithms and AI model development;

WHEREAS, GlobalData operates extensive data infrastructure and has relationships with Fortune 500 customers;

WHEREAS, ECS provides enterprise cloud deployment platforms and security frameworks;

WHEREAS, the Partners desire to combine their complementary capabilities to create an integrated AI-powered analytics platform for enterprise customers;

NOW, THEREFORE, in consideration of the mutual covenants herein, the Partners agree:

1. PARTNERSHIP STRUCTURE AND GOVERNANCE

1.1 Joint Venture Entity: Partners shall form "AI Analytics Alliance LLC" (the "JV") under Delaware law.

1.2 Ownership:

• QuantumLeap: 40% equity interest

• GlobalData: 35% equity interest

• ECS: 25% equity interest

1.3 Governance Board:

• 6-member board: 2 from QuantumLeap, 2 from GlobalData, 2 from ECS

• Decisions require 4/6 supermajority for: capital raises >$5M, M&A;, dissolution

• Simple majority (3/6) for operational decisions

• Quarterly board meetings mandatory

1.4 Management:

• CEO appointed by QuantumLeap (subject to board approval)

• CFO appointed by GlobalData

• CTO appointed by ECS

2. CAPITAL CONTRIBUTIONS

2.1 Initial Contributions (within 30 days of execution):

• QuantumLeap: $8,000,000 cash + AI technology IP (valued at $12,000,000)

• GlobalData: $7,000,000 cash + customer relationships and data assets (valued at $7,000,000)

• ECS: $5,000,000 cash + cloud infrastructure licenses (valued at $5,000,000)

Total JV capitalization: $44,000,000

2.2 Future Funding: Additional capital calls pro-rata to ownership, or dilution occurs.

3. REVENUE SHARING AND FINANCIALS

3.1 Revenue Distribution Model:

Year 1-2 (Growth Phase):

• All revenue reinvested in JV operations

• No distributions to Partners

Year 3+ (Profit Sharing Phase):

• 60% of net profits distributed quarterly, pro-rata to ownership

• 40% retained for R&D; and expansion

3.2 Revenue Attribution:

• Direct sales by JV: 100% to JV

• Sales through Partner channels: JV receives 70%, Partner receives 30% commission

• Existing customer upsells: Revenue split 50/50 between JV and Partner who owns customer relationship

3.3 Pricing Authority:

• Standard pricing: JV management decides

• Discounts >20%: Requires board approval

• Custom deals >$1M annually: Requires unanimous board approval

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Background IP:

• Each Partner retains ownership of IP contributed to JV

• JV receives perpetual, royalty-free, exclusive license to use Background IP

4.2 Foreground IP:

• All new IP created by JV belongs to JV

• Partners have non-exclusive right to use Foreground IP in their other businesses, subject to:

- Cannot compete directly with JV offerings

- Must pay 5% royalty on revenue from Foreground IP usage

4.3 Patents and Trade Secrets:

• Patent applications filed in JV's name

• Partners jointly own patents, proportional to ownership stakes

• Trade secrets remain confidential, shared only on need-to-know basis

5. EXCLUSIVITY AND COMPETITIVE RESTRICTIONS

5.1 Non-Compete: During partnership and for 2 years after, Partners shall not:

• Develop or market products that directly compete with JV offerings

• Partner with competitors to create similar solutions

5.2 Exceptions:

• Products in development before this Agreement (listed in Schedule A)

• Acquisitions where target has competing products (board approval required)

5.3 Customer Exclusivity:

• Enterprise customers (>5,000 employees): JV has exclusive rights to AI analytics offerings

• SMB customers (<5,000 employees): Partners may offer competing products

6. RESPONSIBILITIES AND OBLIGATIONS

6.1 QuantumLeap shall:

• Provide 15 ML engineers for JV projects

• Deliver quarterly AI model updates and improvements

• Conduct 2 training sessions per year for JV sales teams

6.2 GlobalData shall:

• Grant JV access to anonymized training data (10PB minimum)

• Introduce JV to 50 enterprise prospects within first year

• Provide data engineering support (5 FTEs)

6.3 ECS shall:

• Host JV platform on its infrastructure at cost (no markup)

• Provide 24/7 DevOps support and security monitoring

• Maintain SOC 2 and ISO 27001 compliance

7. TERMINATION AND EXIT

7.1 Term: Initial term of 5 years, auto-renewing for successive 2-year periods.

7.2 Voluntary Exit:

• Any Partner may exit with 12 months written notice

• Remaining Partners have right of first refusal to purchase exiting Partner's stake

• Valuation: Independent appraisal by Big 4 accounting firm

• Payment: 30% cash at closing, 70% in equal installments over 3 years

7.3 Forced Exit (for cause):

• Material breach not cured within 90 days

• Bankruptcy or insolvency

• Criminal indictment of Partner's executives

• Remaining Partners can force buyout at 20% discount to fair market value

7.4 Dissolution:

• Requires unanimous consent or 2/3 vote if JV fails to achieve $10M revenue by end of Year 3

• Assets distributed pro-rata after paying liabilities

• IP rights revert to contributing Partners (Foreground IP jointly owned)

8. CONFIDENTIALITY AND DATA PROTECTION

• All Partner and JV confidential information protected for 5 years post-termination

• Customer data handled per GDPR, CCPA, and SOC 2 requirements

• Annual third-party security audits mandatory

• Data breach notification within 48 hours to all Partners and affected customers

9. DISPUTE RESOLUTION

• Good faith negotiation (30 days)

• Mediation (30 days)

• Binding arbitration (AAA Commercial Rules, San Francisco, CA)

• Governing Law: Delaware

10. REPRESENTATIONS AND WARRANTIES

Each Partner represents:

• Full authority to enter this Agreement

• No conflicts with existing obligations

• Contributed IP is free of third-party claims

• Financial statements provided are accurate

IN WITNESS WHEREOF, the Partners have executed this Agreement.

QUANTUMLEAP AI TECHNOLOGIES INC.

By: _____

Name: Chief Executive Officer

Date: November 29, 2025

GLOBALDATA SOLUTIONS CORP.

By: _____

Name: Chief Strategy Officer

Date: November 29, 2025

ENTERPRISE CLOUD SYSTEMS LLC

By: _____

Name: Managing Director

Date: November 29, 2025