

Memorandum of Understanding
Between
The State University of New York at Oneonta
and
Eco-Yotta, Inc.

THIS Memorandum of Understanding ("MOU" or the "Agreement") is made by and between the State University of New York (SUNY), an educational corporation under the laws of New York with a principal place of business at H. Carl McCall SUNY Building, 353 Broadway, Albany, NY 12246, for and on behalf of the State University of New York at Oneonta ("SUNY Oneonta" or the "University"), with a principal place of business at 108 Ravine Parkway, Oneonta, NY 13820 and Eco-Yotta, Inc. ("Data Center"), corporation organized under the laws of New York with a principal place of business at 357 County Road 9, Oneonta, New York 13820 (each a "Party," and collectively, the "Parties").

1. Purpose: This MOU is an agreement between SUNY Oneonta and Data Center to collaborate through meetings and discussions that will foster academic collaboration, research opportunities, workforce development, and technological innovation through the establishment of a mutually beneficial relationship.
2. Areas of Collaboration: Both parties agree to seek collaboration in the following areas:
 - a. Internship & Workforce Development: Develop internship opportunities, hands-on training, and potential employment pathways for SUNY Oneonta students in fields such as data center management, cybersecurity, AI, and cloud computing.
 - b. Curriculum Development: Provide industry advice to SUNY Oneonta in developing and enhancing academic programs related to data center operations, artificial intelligence, sustainability in IT, and emerging technologies.
 - c. Research & Innovation: Explore joint research projects, grant applications, and technology innovation initiatives focused on data infrastructure, energy efficiency and sustainability, and AI applications.
 - d. Infrastructure & Resource Sharing: Provide SUNY Oneonta with access to cloud services, computing resources, and high-performance computing infrastructure as needed for academic and research purposes.
 - e. Community & Economic Development: Support regional growth by fostering an ecosystem for startups, technology-driven businesses, and innovation hubs in collaboration with SUNY Oneonta.
3. Roles & Responsibilities:
 - a. SUNY Oneonta Agrees To:
 - i. Facilitate student engagement through internship programs and research collaborations.
 - ii. Create opportunities for the Data Center to provide advice on industry-relevant coursework and training modules.
 - iii. Explore and promote joint initiatives to secure funding and grants for research and innovation.
 - b. Data Center Agrees To:
 - i. Provide internship placements and career opportunities for qualified SUNY Oneonta students.

- ii. Share expertise and technology insights to shape curriculum and research efforts.
 - iii. Offer access to computing infrastructure and technical resources where feasible.
 - iv. Support innovation and entrepreneurship by collaborating on startup incubators and technology initiatives.
4. Indemnification: Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, SUNY Oneonta shall hold Data Center harmless from and indemnify it for any final judgment of a court of competent jurisdiction for SUNY Oneonta's failure to perform its obligations hereunder or to the extent attributable to the negligence of SUNY Oneonta or of its officers or employees when acting within the course and scope of this Agreement.
Data Center shall indemnify and hold harmless SUNY Oneonta, its officers, employees and agents from and against any and all damages, claims, losses and/or expenses (including reasonable attorney's fees) which may finally be assessed against SUNY Oneonta in any action arising out of the acts or omissions of Data Center under this Agreement. The State of New York reserves the right to join in any such claim, demand, or suit, at its sole expense, when it determines there is an issue involving significant public interest.
5. Anti-Discrimination. Neither party shall discriminate on the basis of race, color, national origin, religion, creed, age, disability, sex, gender identity, gender expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, criminal conviction, or any other characteristic protected by applicable state or federal law. Furthermore, the parties hereby certify that they have institutional policies or practices (including training for employees) that prohibit harassment of, or discrimination against, individuals on the basis of their protected status under state and federal anti-discrimination laws and also provide a means for individuals to bring allegations of discrimination forward for redress.
6. Education Records. In accordance with the provisions of the Family Educational Rights and Privacy Act ("FERPA"), in order for University to share information about the student from the student's educational records, Host must agree not to disclose the information to a third party without the student's consent, and to use the information only for the purposes for which it was disclosed.
7. Choice of Law. The laws of the State of New York shall govern this agreement without regard to conflict of law provisions. Any dispute arising under this Agreement shall be resolved in a court of competent jurisdiction in the State of New York. This Agreement contains the entire understanding of the parties with respect to the matters contained herein.
8. Assignment. This Agreement or any of its provisions shall not be assigned, delegated, transferred, conveyed, sublet, or otherwise disposed of without the prior written consents of University, the New York State Attorney General and the New York State Office of the State Comptroller, and any attempts to assign, delegate, transfer, convey, sublet, or otherwise dispose of this Agreement without said written consents shall be null and void.
9. Term and Termination. The effective date of this Agreement shall be and shall continue in full force and effect for three (3) years or until terminated as set forth in this paragraph. This Agreement may be terminated by either party upon ninety (90) days written notice to the other, provided, however, that

no such termination shall take effect until the students already placed in the program have completed their scheduled clinical training.

10. Waiver. The failure of any party to require the performance of any term or obligation of this MOU, or the waiver by any party of any breach of this MOU, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

11. General Provisions: This MOU is a non-binding agreement and does not create legal obligations or financial commitments. Any changes to the terms of this MOU will require an Amendment and any specific projects or financial agreements will be governed by separate contracts as necessary. Both parties agree to collaborate in good faith to achieve the objectives set forth in this MOU.

12. Signatures

IN WITNESS WHEREOF, the parties hereto executed this MOU the day and year written

SUNY Oneonta



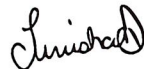
Signature

Name: Alberto J.F. Cardelle

Title: President

Date July 17, 2025

Eco-Yotta, Inc.



Signature

Name: Tirusha Dave

Title: CEO

May 14, 2025

Date