

UNIVERSAL AI RESELLER AGREEMENT

This Universal AI Reseller Agreement (the “**Agreement**”) is entered into as of the later of the two signatures below (the “**Effective Date**”) by and between the Massachusetts Institute of Technology (“**MIT**”), a Massachusetts non-profit educational institution, with an address of 77 Massachusetts Avenue, Cambridge, MA 02109 and Nolan Edutech Private Limited, a private limited company with its address at Incubex HSR21, 5th Main Road, Sector 6, HSR Layout, Bengaluru, Karnataka 560102, India (“**Masai**”).

RECITALS

WHEREAS, MIT, through its Office of MIT Open Learning, has developed Universal AI, a new online content library dedicated to artificial intelligence and its impact on the world;

WHEREAS, Masai has a stated mission to skill India’s untapped and underutilized talent and train learners for some of the most in demand jobs in the world;

WHEREAS, MIT seeks to expand the international reach of Universal AI by appointing Masai as a non-exclusive reseller of Universal AI for certain geographic markets and Masai wishes to accept this appointment on the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

1. DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this agreement.
 - a. “MIT Trademarks” means all names, marks, logos, designs, and other brand designations used by MIT in connection with Universal AI.
 - b. “Learner” means an individual identified by Masai for whom Masai has purchased Universal AI enrollments and who desires to enroll in Universal AI for his or her own educational purposes, rather than for re-sale or re-distribution.
 - c. “Market” means the B2U (Business to University); B2PU (Business to Private University); B2G (Business to Government); and B2C (Business to Consumer) markets for Learners who are physically located within the territory of India at the time of such access or use or as may be agreed to in writing between the Parties. MIT reserves the right to verify the residency status of any Learner at any time and to suspend or terminate access to UAI for any Learner who is determined, or reasonably suspected, not to be in the territory of India at the time of such access or use. Incidental access or use outside of the Market by an otherwise Indian-based Learner will not violate the terms of this Agreement.
 - d. “Subscription Term” means a period of twelve (12) consecutive months beginning on the Subscription Start Date and ending on the one-year anniversary of that date. The Subscription Term is non-cancellable and all fees for the Subscription Term are due and payable in advance.
 - e. “Subscription Start Date” means the date on which a Learner’s account is activated.