

relationship between the Parties. No Party shall incur any debts or make any commitments for the other Party, except to the extent specifically provided herein.

9. **GOVERNING LAW.** This Agreement will be governed by the laws of the Commonwealth of Massachusetts and the federal laws of the United States of America, without regard to any applicable conflict of laws principles.
10. **FORCE MAJEURE.** Neither party will be liable for any delay or default in performing any of its obligations hereunder, if such delay or default is caused by MIT policies and directives for community-wide health and safety, proven detention by sickness, accidents, riots, epidemics, acts of God, state/local/federal orders or directives, or any other cause beyond the reasonable control of MIT or the Organization (each, a “**force majeure event**”).
11. **COUNTERPARTS.** The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement.
12. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement and its Appendices and Exhibits (a) embody the entire understanding between MIT and the Member with respect to its subject matter and (b) supersede any prior or contemporaneous statements, representations, agreements, and understandings between the Parties, however expressed, that relate to the subject matter of this Agreement.

**IN WITNESS WHEREOF,** The Member and MIT, intending to be legally bound, have executed the Agreement by their respective duly authorized representatives.

**IN WITNESS WHEREOF,** the Member and MIT, intending to be legally bound, have executed this Agreement as of the Effective Date by their respective duly authorized representatives.

**MEMBER**

Name: Prateek Shukla

Title: CEO and Director

Signature:

Date:

*Prateek Shukla*  
*October 15, 2025*



**MASSACHUSETTS INSTITUTE OF TECHNOLOGY**

Name: John Donnelly

Title: Controller

Signature:

Date:

DocuSigned by:

*John Donnelly*

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