MEMORANDUM OF UNDERSTANDING

Between

National Institute of Electronics & Information Technology ('NIELIT')

And

Hacktivspace Private Limited (Edza AI)

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on 16th day of month **March** and year **2026** at **Delhi**.

BY AND BETWEEN

The **National Institute of Electronics & Information Technology** is an autonomous scientific society under the administrative control of Ministry of Electronics & Information Technology ('MeitY'), Government of India, having its office at **NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077**, hereinafter Called "NIELIT", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the **FIRST PARTY**.

AND

Hacktivspace Private Limited, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at **C 413, Shalimar, Hill Garden, Chitalsar Manpada, Thane, Maharashtra, 400607**, and operating the personalized education platform **Edza AI** (https://edza.ai), hereinafter Called "**HACKTIVSPACE**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the **SECOND PARTY**.

NIELIT and **HACKTIVSPACE** are hereinafter collectively referred to as the "the Parties" and individually as "the Party".

WHEREAS, NIELIT is set up to carry out human resource development and related activities in the field of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both formal & non-formal education in the area of IECT besides development of industry-oriented quality education and training programs in the state-of-the-art technologies.

WHEREAS, HACKTIVSPACE is an innovative Educational Technology (EdTech) company focused on delivering hyper-personalized education, adaptive assessments, and scalable AI tutoring solutions through its product **Edza AI**. With a vision to democratize access to quality mentorship and align with the technological mandates of the National Education Policy (NEP) 2020, Hacktivspace is committed to leveraging AI to enhance learning outcomes across the country.

AND, WHEREAS, both the Parties have held discussions and have agreed for collaboration with the purpose of synergizing their mutual strengths in public interest and to deliver a larger good for the ░░░░░░░░░░░░░░░░░░░░░░pedagogies into the national skilling ecosystem.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES MADE AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE OF THE COLLABORATION:

The purpose of this MoU is to establish a collaborative framework between the Parties to explore and promote innovative, AI-driven learning solutions. The collaboration aims to:

1.1. Facilitate engagement and exchange of perspectives on digital learning and educational technologies.

1.2. Enable demonstrations and discussions around AI-assisted learning systems and methodologies.

1.3. Identify potential areas where technology-enabled learning tools may support educational and skill-development initiatives.

2. OBJECTIVES AND COLLABORATION AREAS

The Parties intend to collaborate on the following:

2.1 To provide Personalized Remedial Learning for students by utilizing AI in select educational environments identified by NIELIT, on a pilot or demonstration basis.

2.2 Enhance student engagement and academic outcomes using Edza AI's adaptive tutoring engine, analytics dashboards, real-time animated short clips, and content personalization.

2.3 Familiarization with AI-assisted whiteboard-based learning, visual explanation tools, and voice-enabled tutoring mechanisms;

2.4 Jointly evaluate pilot results and gather learner feedback to assess impact and scalability.

2.5 Exchange of non-confidential insights on the application of technology in digital education ecosystems.

3. ROLES AND RESPONSIBILITIES OF NIELIT

3.1 Participate in discussions, reviews, or consultations under this MoU.

3.2 Offer support in awareness-building, content validation, or integration with national education objectives on mutually agreed terms and nominate a nodal officer for coordination, if required;

3.3 NIELIT agrees to acknowledge Edza AI as a "Technology Partner" or "Knowledge Partner." Subject to standard brand guidelines, NIELIT grants Hacktivspace the permission to display the "Partnered with / Supported by NIELIT" status and logo to highlight this strategic association.

3.4 Share insights or feedback from NIELIT learners, mentors, or administrators to guide iterative improvements.

4. ROLES AND RESPONSIBILITIES OF HACKTIVSPACE (EDZA AI)

4.1 Provide access to Edza AI's platform and its adaptive tutoring features for agreed-upon use cases or pilot programs.

4.2 Support content development or customization in alignment with NIELIT's academic focus and learner profiles.

4.3 Offer necessary technical guidance, onboarding, and support to users and facilitators during implementation.

4.4 Share regular reports and data-driven insights (non-sensitive and anonymized) to NIELIT administrators for monitoring student engagement and learning outcomes.

4.5 Ensure strict compliance with data privacy laws (DPDP Act 2023) and ensure that student data is secure and used solely for learning improvement.

5. IMPLEMENTATION PROCESS

NIELIT and HACKTIVSPACE will identify their respective Nodal Officers to define the operational framework, including the timeline for the pilot, feedback mechanisms, and integration metrics. Both Parties may form a joint working group to monitor the progress of the implementation and explore future scalability of the partnership.

6. ADDENDUM FOR OTHER PROJECT

This MoU does not, by itself, create any financial obligations on either Party. If the Parties envision any collaborative activity involving financial commitments, software licensing, or revenue-sharing, they will sign a separate project-specific addendum. Each such addendum will clearly define the scope, responsibilities, and terms, and will be executed only upon mutual agreement.

7. TERM OF THE MoU

This MoU shall come into effect on the date of execution by both Parties and shall remain in force for a period of **One (1) years**, unless terminated earlier by mutual consent or under the conditions specified in this MoU.

8. EXTENSION OF THE MoU

This MoU may be extended based on mutual discussions and review of the outcomes during its term. Any extension, or inclusion of additional collaboration opportunities, will be formalized through a written addendum mutually agreed upon by both Parties.

9. DELIVERABLES & REPORTING

Deliverables, documentation, or periodic updates under this MoU shall be determined as and when required, based on the nature of pilot projects, programs, or joint activities. Both Parties will cooperate in sharing relevant progress reports and impact assessments where applicable.

10. OBLIGATION OF THE PARTIES

The Parties agree to display both **NIELIT** and **Hacktivspace/Edza AI** logos on co-branded learning materials, web interfaces, reports, certificates, or digital platforms associated with any jointly executed

pilot or educational initiative. Both Parties shall respect each other's intellectual property and ensure no unauthorized use of proprietary content, tools, or branding. Each Party shall make reasonable efforts to fulfil their respective responsibilities with professionalism and care. There shall be **no financial obligations** from one Party to the other unless expressly agreed upon through a separate written agreement for a specific project.

11. TERMINATION

Each Party has the right to terminate this MoU by giving 60 days advance notice to the other Party or on a mutually agreeable basis. Without prejudice to the foregoing, steps shall be taken to ensure that the termination of this MoU will not compromise or discriminate against any of the activities

12. OTHER TERMS & CONDITIONS:

Amendment: The MoU shall be amended only by written mutual consent of both the Parties to the MoU.

No Relationship: Nothing in this MoU shall constitute or be deemed to constitute a partnership between the Parties, nor render one the agent of the other for any purpose whatsoever. Neither Party shall have the right or authority to assume, create or have the power to bind the other Party to contract or create any liability or obligation, expressed or implied, against, in the name of, or on behalf of another Party.

Force Majeure: A Party shall be excused from performing its obligations under this MoU to

the extent its performance is delayed or prevented by a Force Majeure Event, provided that the affected Party promptly notifies the other of the occurrence of a Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond reasonable control of a Party, including but not limited to, change in government policy, fire, flood, epidemic, act of God, war and riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this MoU with immediate effect, subject to fulfilling its outstanding obligations to ensure that the candidates undergoing such training programs are not impacted by termination of this MoU.

Notices: All notices, reports and receipts shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; (ii) or other electronic transmission service such as E-Mail, provided a confirmation copy is also sent no later than the next business day as in (i), or

confirmation of receipt is received, or (ii) the date of receipt by any other means of delivery. The address for service of notice to the respective Parties is as given below:

NIELIT
NIELIT Bhawan,
Plot No. 3, PSP Pocket, Sector-8,
Dwarka, NewDelhi-110077

HACKTIVSPACE
C 413, Shalimar, Hill Garden,

Chitalsar Manpada, Thane,
Maharashtra, 400607

Either Party may change its mailing address by written notice to the other Parties in accordance with this paragraph. The Parties may also later decide upon sharing each other's email ID for such notices etc.

13. CONFIDENTIALITY:

The Parties shall keep all data or information disclosed by each other in connection with this MoU, confidential, use it only for the purpose of this Project, protect it from unauthorized use, reproduction, access and damage or destruction and employ the same degree of care as it would employ to protect its own confidential information. Under such an eventuality wherein the information is required to be shared with statutory bodies, each party must intimate the other party of such disclosure at least Three (3) days before submitting the information to the statutory bodies.
The Parties shall not during or after one year of the termination of the MoU disclose to any third party any confidential information arising from the MoU (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission from the other Party.

For the purposes of this Clause, "Confidential Information" shall mean information relating to proprietary, technological, economic, financial, legal, administrative, personal identification information, business or technical matters of both Parties.

14. INTELLECTUAL PROPERTY RIGHTS (IPR):

14.1 Research results and study materials (e.g., reports, articles, or publications) may be exchanged freely, subject to mutually agreed IPR terms.
14.2 Intellectual Property (IP) solely created by either Party during this MoU shall remain the property of that Party.
14.3 Jointly developed IP shall be co-owned and used based on terms mutually agreed in good faith.

Both Parties shall acknowledge each other appropriately in any publication or presentation arising from joint efforts under this MoU, unless otherwise agreed in writing.

15. GOVERNING LAW AND DISPUTE RESOLUTION:

15.1 The Parties shall attempt to amicably settle all disputes arising out of this MoU and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within ten (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between NIELIT and HACKTIVSPACE in connection with this MoU shall be referred to the designated officials of NIELIT and HACKTIVSPACE for mutual discussions and negotiations.
15.2 If no settlement can be reached through mutual discussions and negotiations within 15 days or if both the Parties fail to agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either Party from the other Party, then either Party can approach the court, by way of filing a petition under Section 11 of the Arbitration and Conciliation Act, 1996 and seek the appointment of a neutral person to preside over as the Arbitrator. With respect to such

arbitration, the following provisions shall apply:

   i. The arbitration proceedings shall be conducted in English;
   ii. The place of arbitration shall be at New Delhi;
   iii. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at New Delhi shall have exclusive jurisdiction;
   iv. The costs of arbitration shall be borne as determined in the arbitration award;
   v. The decision of the arbitrator(s) shall be final and binding on the Parties.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this MoU as on the date first written above.

For NIELIT _Alok Tripathi_

Name: _Dr. Alok Tripathi_

Designation: _Director (Scheme/Skilling)_

Stamp:
आलोक त्रिपाठी/ALOK TRIPATHI
निदेशक (योजना/कौशल) एवं मुख्य परीक्षा नियंत्रक
Director (Scheme/Skilling) & Chief Controller of Examinations
राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)
National Institute of Information Technology (NIELIT)
बी-30, आउटर रिंग रोड, रिंग रोड, इंस्टीट्यूशनल एरिया
3rd Pocket, Institutional Area
नई दिल्ली-110077
New Delhi-110077

Witness:

1.

For HACKTIVSPACE

Name: **Ambuj Shukla**

Designation: **Founder**

Stamp:

Witness:

1. Name: Prabhu Preetam Das
   Designation: Co-Founder

Prabhu Preetam Das