



XPRIZE COMPETITOR AGREEMENT																						
1.	<u>PARTIES</u>																					
1.1	<p>XPRIZE Foundation, Inc., a Delaware corporation and 501(c)(3) non-profit foundation (“XPRIZE”)</p> <table border="1"> <tr> <td>XPRIZE Address:</td> <td colspan="2">10736 Jefferson Blvd. #406, Culver City, California USA 90230</td> </tr> <tr> <td>XPRIZE Telephone:</td> <td colspan="2">310.741.4880</td> </tr> <tr> <td>XPRIZE Email:</td> <td colspan="2"></td> </tr> <tr> <td>XPRIZE Website:</td> <td colspan="2">www.xprize.org</td> </tr> <tr> <td>XPRIZE Signatory Signature and Date:</td> <td></td> <td></td> </tr> <tr> <td>XPRIZE Signatory Name:</td> <td colspan="2">Ose Ugochukwu</td> </tr> <tr> <td>XPRIZE Title:</td> <td colspan="2">Chief Legal Officer</td> </tr> </table>	XPRIZE Address:	10736 Jefferson Blvd. #406, Culver City, California USA 90230		XPRIZE Telephone:	310.741.4880		XPRIZE Email:			XPRIZE Website:	www.xprize.org		XPRIZE Signatory Signature and Date:			XPRIZE Signatory Name:	Ose Ugochukwu		XPRIZE Title:	Chief Legal Officer	
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1.2	<p>THE LEGALLY REGISTERED ENTITY (“LEGAL ENTITY”), [NAME OF LEGAL ENTITY], IS THE OFFICIAL REPRESENTATIVE OF THE TEAM, [TEAM NAME], REGISTERED IN [JURISDICTION]. THIS LEGAL ENTITY IS LEGALLY AUTHORIZED TO ENGAGE IN CONTRACTS, AGREEMENTS, AND OTHER LEGAL ARRANGEMENTS NECESSARY FOR [TEAM NAME]’S PARTICIPATION IN THE XPRIZE HEALTHSPAN COMPETITION. LEGAL ENTITY ACCEPTS FULL LEGAL AND FINANCIAL RESPONSIBILITY FOR THE ACTIONS OF [TEAM NAME] THROUGHOUT THE COMPETITION. THE TEAM AND LEGALLY REGISTERED ENTITY ARE HEREIN COLLECTIVELY REFERRED TO AS “TEAM”. ALSO, LEGAL ENTITY AGREES TO INDEMNIFY AND HOLD HARMLESS XPRIZE, XPRIZE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, ADVISORS, JUDGES, CO-TITLE SPONSORS (“CO-TITLE SPONSOR(S)”), AND OTHER COMPETITION SPONSORS (“ADDITIONAL SPONSORS”) (IF APPLICABLE), COLLECTIVELY REFERRED TO AS “SPONSORS”.</p> <table border="1"> <tr> <td>Team Address:</td> <td colspan="2"><i>(Please include City, State, Zip Code, and Country)</i></td> </tr> <tr> <td>Team Telephone:</td> <td colspan="2"></td> </tr> <tr> <td>Team Email:</td> <td colspan="2"></td> </tr> <tr> <td>Team Website:</td> <td colspan="2"></td> </tr> <tr> <td>Team Lead Name:</td> <td></td> <td></td> </tr> <tr> <td>Authorized Legal Entity Signatory</td> <td colspan="2"></td> </tr> </table>	Team Address:	<i>(Please include City, State, Zip Code, and Country)</i>		Team Telephone:			Team Email:			Team Website:			Team Lead Name:			Authorized Legal Entity Signatory					
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Confidential: This document contains proprietary information. Unauthorized copying, distribution, or disclosure of any information herein is strictly prohibited.

	Name and Title	
	Authorized Legal Entity Signatory Signature and Date:	
	Legal Entity Chief Executive Officer Name and Email Address:	
	Legal Entity Chief Operating Officer(or equivalent) Name and Email Address:	
1.3	Parties to this Agreement:	XPRIZE and Team are each, individually, a "Party" and jointly the "Parties" to this Agreement.
2.	SCOPE OF AGREEMENT	
2.1	Legal Notice:	THIS COMPETITOR AGREEMENT, INCLUDING ANY AND ALL EXHIBITS ("Agreement"), SHALL GOVERN THE XPRIZE HEALTHSPAN COMPETITION INCLUDING THE FSHD BONUS PORTION OF THE COMPETITION ("Competition") AND WILL SUPERSEDE ANY OTHER AGREEMENT BETWEEN THE PARTIES RELATED TO THE COMPETITION.
2.2	Binding Agreement:	BY VOLUNTARILY ENTERING INTO THIS AGREEMENT, ALL PARTIES AGREE TO ABIDE BY ITS TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, THE TEAM GUARANTEES THAT IT IS AUTHORIZED TO ENTER INTO THIS AGREEMENT, AND BOTH ITS CURRENT AND FUTURE MEMBERS UNDERSTAND AND AGREE TO ADHERE TO THE AGREEMENT'S TERMS.
2.3	Rules and Regulations:	The Parties recognize and acknowledge that the details concerning the testing protocols, rules, and regulations for XPRIZE Healthspan (" Healthspan Rules and Regulations ") and the details concerning the testing protocols, rules, and regulations for the FSHD Bonus portion of the Competition (" FSHD Bonus Rules and Regulations ") and together with the Healthspan Rules and Regulations, the " Rules and Regulations ") that will govern the Competition will be finalized at least thirty (30) calendar days before the commencement of each testing round in the Competition and such Competition Rules and Regulations will still be subject to change through the duration of the Competition to provide additional clarity or as a response to unforeseen circumstances as they arise in the Competition.
2.4	Limitation on the Team's rights:	THIS AGREEMENT INCLUDES RESTRICTIONS AND REQUIREMENTS ON THE TEAM'S LEGAL RIGHTS, WHICH ARE ESSENTIAL DUE TO XPRIZE'S COMMITMENT TO ACHIEVE THE INTENDED GOALS OF THE COMPETITION AND ITS OVERALL MISSION. GIVEN THESE LIMITATIONS, THE TEAM IS STRONGLY ADVISED TO SEEK LEGAL ADVICE, AS APPROPRIATE. BY SIGNING

		THIS AGREEMENT, THE TEAM ACKNOWLEDGES THAT THEY HAVE BEEN ADVISED AND HAVE CONSULTED WITH LEGAL COUNSEL AND ARE SIGNING THIS AGREEMENT WITH FULL UNDERSTANDING OF ITS CONTENT.
2.5	Competition Acknowledgment:	The Parties acknowledge that this is not a game of chance or a sweepstake, as such term is defined under applicable law. The Teams will be judged by a panel of qualified Judges based on a series of rules and regulations expressly communicated to the Team, and a winner[s] will be chosen after extensive consideration of the Team’s submission by the Judges.
3.	<u>ELIGIBILITY</u>	
3.1	Eligible Entity:	To compete and/or be eligible for: (i) the prizes including the milestone prizes and FSHD Bonus portion of the Competition, which are individually referred to as a “Prize Purse” and collectively referred to as the “Prize Purses,”; or (ii) any non-financial benefits (all collectively referred to as “ Award ”) under this Agreement, a Team must qualify as an “Eligible Entity”, which for the purposes of this Agreement is defined as an entity that is:
3.1.1		An “ Individual ” (assuming that the individual is the only member of the Team) whose primary legal residence is in a jurisdiction where the Competition is not prohibited as outlined in Section 3.1.3. A Single Individual doesn’t need to register as a legal entity under Section 3.1.2 unless more members join the Team.
3.1.2		A legal entity , such as a corporation, LLC, sole proprietorship, nonprofit, etc., that is properly registered in a jurisdiction where the Competition is not prohibited as outlined in Section 3.1.3 and it is and is in good standing in that jurisdiction. A legal entity may also be known, in non-US Jurisdictions, as a trading vehicle, public or private limited companies.
3.1.3		XPRIZE encourages global participation by individuals and teams regardless of race, nationality, politics, or ideology. However, XPRIZE is prohibited from making a payment to a sanctioned country for the benefit of an Individual or Legal Entity or with a bank account in a sanctioned country. This includes payments through a third party to a resident party in a sanctioned country. This restriction extends to any individual member of the team who is a citizen of one of the sanctioned countries without valid residency or other valid visa status, such as a student or work visa, in countries outside of the sanctioned country. Please refer to Sanctions Programs and Country Information US Department of the Treasury https://ofac.treasury.gov/sanctions-programs-and-country-information for the latest country listing. The Team is responsible for ensuring compliance with all applicable laws in accordance with Section 3.3.
3.1.4		Not linked, directly or indirectly, to organizations or individuals associated with terrorism;

3.1.5		Must ensure that its members, employees, agents, or representatives are not engaged in and are not suspected or implicated in any illegal or fraudulent activities;
3.1.6		In order to be considered an active Team in the Competition, Team must be in full compliance with the terms and conditions of this Agreement and the Competition Guidelines at all times. If at any time during the Competition, a Team’s Legal Entity status changes, Team must provide written notice to XPRIZE within ten (10) business days of change.
3.2	Conflicts of Interest:	<p>“Conflict of Interest” means situations where, in the judgment of XPRIZE: (i) the outside interests or activities of an XPRIZE officer, employee, director, trustee, agent or a Team Member interfere with or compete with XPRIZE’s interests; or (ii) a Judge or Advisor’s personal, business or financial interests interfere with his or her performance of their services.</p> <p>To prevent a Conflict of Interest, XPRIZE employees and their immediate family members are prohibited from participating in or having any significant financial or other material interest in any Team. For clarification, this does not include non-employee members of the XPRIZE Board of Directors or Trustees, who will be excluded from any decision-making activity that may influence XPRIZE’s decisions regarding the Competition or give them access to confidential competition information.</p> <p>For clarity, A “Judge” or “Advisor” of the Competition, as defined in Section 5, is disqualified from participating in the Competition. Any of the restricted parties indicated in this section who become aware of any situation that might create a Conflict of Interest must notify XPRIZE immediately. Upon disclosing an actual, potential, or perceived Conflict of Interest, XPRIZE will determine if there is one and decide on a proper course of action to address and remove the cause of conflict.</p>
3.3	Compliance with Applicable Laws:	Teams must comply with all applicable laws, including medical privacy laws, and acquire all necessary licenses, waivers, and/or permits from the regulatory bodies or other applicable third parties. XPRIZE is not required to advise the Team regarding such legal and regulatory compliance including data protection laws, whether or not a permit is required for a particular Competition. Where applicable, the Team also certifies that it will comply with all U.S export laws and regulations, including but not limited to the International Traffic in Arms Regulations (“ITAR”) (22CFR 120-130) Export Administration Regulations (“EAR”) (15CFR 730-774) and regulations administered by the U.S Treasury Department’s Office of Foreign Assets Control (“OFAC”) (31CFR 500-598).

3.4	Team Acquisition or Merger:	Subject to Section 6 below, a Team may acquire or merge with another Team or acquire another Team's assets at any time during the Competition. Each Team must provide XPRIZE with ten (10) business days prior written notice of any such acquisition or merger and the status of the surviving Team, which will stay active in the Competition.
3.5	Disqualification of Team:	At any time during the Competition, at the sole and absolute discretion of XPRIZE, XPRIZE shall have the right to disqualify a Team. Disqualification may be due to, but is not limited to, any of the following:
3.5.1		Team breaches any term of this Agreement;
3.5.2		Team or Team Members become embroiled in internal conflicts or disputes that disrupt their activities in the Competition, create adversarial communication with any parties directly or indirectly involved in the Competition, or creates negative public perception of the Team, XPRIZE, or any entity involved with the Competition;
3.5.3		A dispute arises concerning the acquisition, combination, collaboration, or sharing of technical assets between Teams;
3.5.4		If a Team or Team Member behaves in a manner that XPRIZE determines, at its sole discretion, to be (i) immoral, unsafe, or unethical, (ii) harmful to XPRIZE or any Sponsors' reputation, (iii) unsportsmanlike, (iv) derogatory towards XPRIZE or any XPRIZE or Sponsor's employee, director, investor, or agent, or (v) disruptive or damaging to the Competition, XPRIZE, Co-Title Sponsor, any Additional Sponsor, or XPRIZE partner;
3.5.5		Team is not or fails to be an Eligible Entity as defined in Section 3.1 above:
3.5.6		An act or proceeding has been taken against the Team's Legal Entity in connection with (i) bankruptcy; or (ii) for the appointment of a trustee, receiver, manager or other administrator, or any such proceeding is threatened;
3.5.7		Team or any Team Member commits fraud, whether or not material;
3.5.8		Team or any Team Member fabricates any data related to their Entry (as defined in Section 4.4).
3.6	Return of Awards:	At XPRIZE's sole and absolute discretion, if Team is disqualified pursuant to the Section 3.5 above after Team has received any Award and the basis of such disqualification is conduct occurring prior to Team receiving the Award that is discovered after Team received the Award, then Team may be asked to return such Award to XPRIZE within thirty (30) calendar days of being notified, or if the Team drops out without any reasonable cause.
3.7	Withdrawal from the Competition:	Team may withdraw from the Competition at any time. Team must provide written notice of withdrawal to XPRIZE ten (10) business days prior to its

		<p>withdrawal. Upon withdrawal, Team will:(i) forfeit Team’s Registration Fee; (ii) no longer be eligible to receive any Award; (iii) return the amount of any Award received if withdrawing before the final pilot test; (iv) cease use of all XPRIZE materials; and (v) return (or destroy if so instructed in writing by XPRIZE) all media, documents, information, and/or materials provided to Team by XPRIZE or its affiliates or Sponsors. Team shall certify in writing that it has complied with this provision within ten (10) business days of Team’s withdrawal.</p> <p>Notwithstanding anything in Sections 3.6 or this Section 3.7, Team is not required to return the full amount of any Award it has received if: (i) prior to withdrawal, Team has already spent a portion of an Award on reasonable costs to develop and test its Entry; or (ii) Team has been asked by XPRIZE or their local or national regulatory and monitoring boards to discontinue its testing due to adverse effects, other safety concerns, or futility. XPRIZE will determine, in its sole discretion, whether such costs of Team are reasonable based on its review of supporting documentation for any amount of an Award that Team proposes not to return to XPRIZE. Such supporting documentation must promptly be provided by Team to XPRIZE with the notice of withdrawal.</p> <p>Even after a Team has withdrawn or has been disqualified, they must not engage in conduct that could negatively affect XPRIZE, any Sponsors, or partners, XPRIZE employees, directors, or agents, or any Sponsors' employee, directors, investors, or agent. Additionally, they must not disrupt or harm the Competition, XPRIZE, the Sponsors, or their affiliates in any way.</p> <p>For the avoidance of doubt, upon the termination of this Agreement by Team’s withdrawal, disqualification or otherwise, all the provisions of this Agreement shall cease to have an effect, save that the provisions of this Agreement listed in Section 14.11 shall survive and continue to have an effect (in accordance with their express terms or otherwise indefinitely).</p>
4.	REGISTRATION	
4.1	Registration Process:	To participate in the Competition:
4.1.1		Team must register for the Competition and pay the appropriate non-refundable registration fee, if applicable, as identified on the XPRIZE website (“ Registration Fee ”);
4.1.2		Team must provide information requested and maintain their account on the prize operations platform (“ POP ” or “ Competition Portal ”) up to date through the competition and as requested by XPRIZE. This includes but is not limited to Team profile and all Team member information and survey requests;
	Alumni Network	

		<p>By registering to compete in the Competition, Teams agree to be enrolled in XPRIZE's alumni network and grant XPRIZE a non-exclusive, royalty-free, perpetual, and worldwide license to use any assets provided by the Team, including but not limited to headshots, photographs, and other non-confidential information following the conclusion of the prize award. This alumni network will allow XPRIZE to communicate with and support Teams well after completing the Competition prize. The objectives of the alumni network are to monitor post-prize impact to support and scale Team solutions, create opportunities for networking among alumni and with XPRIZE's partnership ecosystem, provide continuing education for Teams, and invite and engage alumni in various conferences and events. While enrolled in the alumni network, the Team agrees to keep XPRIZE informed of their related post-prize activities and progress so that XPRIZE can showcase their achievements and support their efforts. At any point in time, when a Team no longer wishes to be an alumnus of XPRIZE, they may opt out of the alumni network by emailing alumni@xprize.org;</p>
4.1.3		<p>Team must sign this Competitor Agreement, with all Exhibits and Waivers attached hereto, and return a copy of the signed document to XPRIZE as instructed in the Competition Portal; and</p>
4.1.4		<p>XPRIZE must approve Team's registration at XPRIZE's sole and absolute discretion before a Team is considered to be an active registered Team.</p>
4.2	Registration Fee:	<p>Except as specified in this Agreement, Team's Registration Fee (if applicable) is non-refundable and non-transferable to a new external Team.</p>
4.3	Method of Payment:	<p>Registration Fee amounts and all references to currency in this Agreement and related documents will be in United States Dollars and shall be paid in accordance with the payment instructions set forth on the Competition Portal.</p>
4.4	Registration of Multiple Entries:	<p>A Team may register multiple entries for the Competition for different solutions (each an "Entry"). Each Entry will be considered a distinct entry and requires a separate registration and Registration Fee, determined as per Section 4.2 based on the date of registration and payment. Each Entry will be treated as an independent entry and will be a separate Competitor Agreement, subject to all terms and restrictions of the Competitor Agreement. Each Entry must receive XPRIZE's approval, based on their absolute discretion, to be included in the Competition.</p> <p>Teams in the main Healthspan Competition may, at any time during the Competition and with no additional registration or transfer fees, submit their therapeutic solution to the FSHD Bonus track, by submitting a letter of intent to submit the Team's therapeutic solution to XPRIZE for review by the FSHD Bonus Judging Panel.</p>

5.	<u>COMPETITION JUDGING - ADVISORS AND JUDGES</u>	
5.1	Implementation:	XPRIZE will assemble a Scientific Advisory Board and Judging Panels to implement the Competition.
5.2	Independent Advisors:	XPRIZE will establish expert panels, referred to individually as an " Advisor " and collectively as the " Scientific Advisory Board ," for the Competition. The Scientific Advisory Board will be independent of XPRIZE, the Judges and all Teams and Team Members. Each Advisor will be required to sign an Scientific Advisory Agreement with XPRIZE, which will (i) define the Advisor's roles and responsibilities; (ii) mandate that the Advisor protects XPRIZE and Teams' Confidential Information, in accordance with Section 9 of this Agreement; and (iii) to affirm that they have and will not have any claim over any Team's Intellectual Property. The Scientific Advisory Board abides by the Conflict of Interest terms in Section 3.2.

5.3

Independent Judges:

XPRIZE shall select, at its sole and absolute discretion, a panel of independent subject matter experts with recommendations by the Scientific Advisory Board (each, individually, an **“XPRIZE Healthspan Judge”** and collectively, the **“XPRIZE Healthspan Judging Panel”**) to judge and determine the Competition (other than the FSHD Bonus portion). The XPRIZE Healthspan Judging Panel will have sole authority to judge the Competition (other than the FSHD Bonus portion) in accordance with the Competition Guidelines and Healthspan Rules and Regulations, independent of XPRIZE and Teams. Each XPRIZE Healthspan Judge will be required to sign an Agreement with XPRIZE, which will (i) define the XPRIZE Healthspan Judge’s roles and responsibilities; (ii) mandate that the XPRIZE Healthspan Judge protects XPRIZE and Teams' Confidential Information, in accordance with Section 9 of this Agreement; and (iii) to affirm that they have and will not have any claim over any Team's Intellectual Property (**“XPRIZE Healthspan Judging Agreement”**). The XPRIZE Healthspan Judging Panel will be independent of XPRIZE, Sponsors, the Scientific Advisory Board, Teams and their employers, laboratories, and testing sites (or similar) used by the Teams and all affiliates of such entities. The Judging Panel shall abide by the Conflict-of-Interest terms in Section 3.2. Though a unanimous decision is ideal, a simple majority (more than 50 percent) of the Judging Panel must agree to the recommendation of any winner(s) or the amount of any award for the Competition.

The FSHD Bonus Judging Panel (each individually, an **“FSHD Bonus Judge”** and collectively, the **“FSHD Bonus Judging Panel”**) will be nominated by the sponsor of the FSHD Bonus portion of the Competition and such nomination may be confirmed or denied by XPRIZE, acting reasonably. The FSHD Bonus Judging Panel will be independent of XPRIZE, Sponsors, the Scientific Advisory Board, Teams and their employers, laboratories, and testing sites (or similar) used by the Teams and all affiliates of such entities. The FSHD Bonus Judging Panel will select a Chair from among their members. Each member of the FSHD Bonus Judging Panel will execute a Judging Agreement prior to serving as a member of the FSHD Bonus Judging Panel (**“FSHD Bonus Judging Agreement”**). The FSHD Bonus Judging Agreement will, among other things, require each member of the FSHD Bonus Judging Panel to comply with the terms and conditions consistent in all material respects with this Agreement, the judging criteria, the Competition Guidelines, and all applicable laws and acknowledge that the members of the FSHD Bonus Judging Panel will make no claim to any Team’s Intellectual Property. The FSHD Bonus Judging Panel will have sole authority to judge the FSHD Bonus portion of the Competition in accordance with the Competition Guidelines and FSHD Bonus Rules and Regulations, independent of the Parties. A simple majority (more than 50 percent) of the FSHD Bonus Judging Panel must agree to the recommendation

		<p>of any winner(s) to the FSHD Bonus sponsor and the amount of any Award for the FSHD Bonus sponsor to award all or a portion of the FSHD Bonus.</p> <p>Teams shall grant each XPRIZE Healthspan Judge or the FSHD Bonus Judge, where applicable: (i) access to Team's laboratory(ies); and (ii) full access to review and audit their Entry data and results and will promptly assist with any such information requests from any Judge.</p>
5.3.1		<p>The XPRIZE Healthspan Judging Panel holds the sole authority to judge the XPRIZE Healthspan Competition while the FSHD Bonus Judging Panel holds the sole authority to judge the FSHD Bonus portion of the Competition. XPRIZE maintains sole authority to make administrative decisions for the Competition, including determining the structure and amount of the Prize Purse, setting the timeline and milestones for the Competition, and establishing the Competition's Rules and Regulations and Competition Guidelines.</p>
5.3.2		<p>The XPRIZE Healthspan Judging Panel has the final say in declaring a XPRIZE Healthspan Competition winner(s) and awarding the XPRIZE Healthspan Prize Purses. The FSHD Bonus Judging Panel has the final say in declaring the winner(s) of the FSHD Bonus portion of the Competition, and awarding the FSHD Bonus Prize Purses, subject to this Section 5. All judgments and decisions made by each distinct Judging Panel are binding on the Team, Sponsors, and XPRIZE and are not open to review or dispute. The Team cannot challenge such a judging decision, and the Team agrees to comply without challenging such a decision.</p>
5.3.3		<p>Unless XPRIZE makes the information publicly available, a Team has no right to view other Teams' testing and evaluations or to be informed of such calculations, measurements, or results.</p>
5.3.4		<p>If either of the distinct Judging Panels declares no winner, XPRIZE will consult with the Co-Title Sponsors and determine if any portion of the Awards can be made available to the Teams closest to meeting the winning team's criteria.</p>
5.4	Ex-Parte Communications:	<p>Teams (including all Team Members and their representatives) shall not communicate with any Judging Panel, Sponsors or XPRIZE Partner about the Competition outside of communication channels and events officially facilitated by XPRIZE. Judges are required to report such an attempt to XPRIZE immediately, and this would be cause for disqualification of the Team.</p>
6.	<u>TERM, TERMINATION, AMENDMENT, AND ASSIGNMENT</u>	
6.1	Term of Agreement:	<p>The term of this Agreement begins on the date of the last signature on this Agreement (the "Effective Date"). Unless terminated earlier in accordance with the provisions of this Agreement, this Agreement will remain in effect</p>

		until the earlier of (i) June 30, 2031; and (ii) the conclusion of Teams' active participation in the Competition (the "Term").
6.2	Termination of this Agreement by Disqualification of Team:	If Team is disqualified pursuant to Section 3.5 above, this Agreement shall be terminated between XPRIZE and Team effective immediately upon the effective date of such disqualification, save that the provisions of this Agreement listed in Section 14.11 shall survive and continue to have an effect.
6.3	Extension or Cancellation of the Competition:	XPRIZE may, in its sole and absolute discretion, extend or cancel the Competition at any time without cause.
6.3.1		Team Notice and Comment prior to Cancellation: XPRIZE will notify Team of any potential cancellation pursuant to Section 6.3 above and will post a public notice of the same on the XPRIZE Competition website fifteen (15) calendar days prior to the cancellation of the Competition.
6.3.2		Effect of Cancellation: If XPRIZE cancels the Competition pursuant to Section 6.3 above, XPRIZE may, in its sole discretion, return all or a portion of the Team's Registration Fee, but the Team will be ineligible to win or receive any Award(s).
6.4	Amendment by Mutual Consent:	This Agreement may be supplemented, amended, or otherwise modified only by the Parties' prior written consent. Notwithstanding the foregoing, XPRIZE has the right, upon ten (10) business days' written notice, to amend any and all Exhibits to this Agreement, and the Parties agree that any such amendment made solely by XPRIZE shall be binding on all Parties hereto.
6.5	No Assignment by Team:	Registration in the Competition is non-transferable. Team shall not assign, delegate, or otherwise transfer such Registration or any of Team's rights, interests, duties, and/or responsibilities under this Agreement without prior written approval from XPRIZE. Any attempted assignment, delegation, or transfer in violation of this Section 6.5 shall be void.
6.6	Assignment by XPRIZE:	XPRIZE may assign, delegate, or transfer any of its rights, interests, or duties under this Agreement at its sole and absolute discretion.
7.	<u>PRIZE PURSES</u>	
7.1	Total Prize Purse:	The total "Prize Purse" for the Competition is defined in the Competition Guidelines.
7.2	Competition Guidelines:	The Competition will be administered and judged, and the Prize Purse(s) will be managed and awarded as set forth in the Competition Guidelines incorporated (link to the Competition Guidelines) in this Agreement.
7.3	Determinations:	All determinations with respect to the satisfaction of the Competition Guidelines and the Rules and Regulations of the Competition will be made by the applicable Judging Panel subject to Section 5 above.

7.4	Allocation of Prizes:	Any Award allocated to Team will be delivered in its entirety to Team, and only to Team, with applicable fees deducted per Section 7.6 below. All Awards shall be paid to the registered winning Team's Legal Entity or, if the winning Team is an Individual, to the Individual.
7.5	Awards Subject to Applicable Law:	All Awards shall be made in accordance with United States law and other applicable laws that may subject Team to United States tax liabilities.
7.6	Team is responsible for all fees incurred in processing Prize payment and allocation:	All fees and taxes incurred in the processing, transfer, allocation, currency exchange, or delivery of payment of an Award to a Team will be the Team's responsibility.
7.7	Prize Purse Conditions:	If the Co-Title Sponsors or any other Additional Sponsors fail to make timely payments to XPRIZE, which are intended for any or all Awards, XPRIZE will not be held responsible for providing such Award or any remaining portions thereof, nor for compensating any Team or Team Member. XPRIZE also reserves the right to modify any or all Awards of the Competition.
7.8	Payments to Team:	To receive any Award payment from XPRIZE, the Team must be an active Team in good standing under this Agreement. Team and Team Members are solely responsible for all of their costs. XPRIZE shall make any Award payments to the bank account of the Legal Entity as specified by Team. Team bank account information shall be provided to XPRIZE upon request. Compliance with payment instructions provided by the Team shall constitute payment of the applicable Award. Team shall be solely responsible for any taxes and any other distribution obligation arising from or relating to the payment of any Award.
7.9	Voluntary Pay it Forward Program:	<p>XPRIZE requests that teams entering its competitions consider participating in its voluntary "Pay it Forward" program. This program seeks to help underwrite XPRIZE Foundation's long-term operations and sustainability to continue to provide the opportunity to find solutions to the world's greatest challenges.</p> <p>Teams have the option to participate in the Pay it Forward program pursuant to all the terms, conditions, exclusions, eligibility requirements, and limitations of this Agreement. Teams may notify XPRIZE of their intent to issue to XPRIZE Foundation a 10-year option or the equivalent (minimum of 1.0%) of authorized shares of its registered Legal Entity entering the Competition*. The options exercise price will be set at the same price per share for the Legal Entity's next financing event following the Effective Date of this Agreement. If a sale or transfer of Team Technology or any Intellectual Property Rights therein or significant assets to another entity occurs before a financing event, options rights will transfer to the new entity at the transfer price. If the transfer occurs post-financing, the options will follow the same right as the</p>

		<p>other shareholders in the Legal Entity. Any value derived from these options will be donated to XPRIZE Foundation to support its mission.</p> <p>In the event that Team is unable to issue an option or similar financial instrument, XPRIZE will negotiate in goodfaith an alternative financial instrument to effectuate the purpose of the Pay it Forward program. Teams have the option to participate in the Pay it Forward program at a later date by notifying healthspan@xprize.org.</p> <p>Team’s participation in the Pay It Forward program is voluntary and will not affect or improve Team’s chances of winning the Competition. All submissions will be evaluated solely based on their merit, following the Competition Guidelines established for the Competition.</p> <p>* To be clear, the Legal Entity mentioned above represents the Team participating in the Competition with the necessary rights to encumber the Team and the Intellectual Property Rights developed for and during the Competition.</p>
8.	<p><u>INTELLECTUAL PROPERTY</u></p> <p>THE FOLLOWING IS SUBJECT TO THE COMPETITION GUIDELINES:</p>	
8.1	Definitions:	
8.1.1		<p>“Technology” means all know-how, information, ideas, solutions, inventions, modifications, prototypes, tools, other tangible embodiments, and works of authorship, including, without limitation, specifications, software, databases, compilations, schematics, documentation, and presentations.</p>
8.1.2		<p>“Team Technology” means all Technology conceived, created, or authored by the Team or any Team Member in connection with and during a Team’s participation in the Competition.</p>
8.1.3		<p>“Intellectual Property Rights” means all intellectual property rights worldwide arising under statutory or common law, including without limitation copyrights, mask works, patent rights, trade secret rights, or any analogous right in foreign jurisdictions. For purposes of this Agreement, Intellectual Property Rights exclude trademarks, trade names, service marks, trade dress, or other forms of corporate or product identification, whether or not recognized.</p>
8.1.4		<p>“Background Intellectual Property Rights” means all Intellectual Property Rights owned, controlled, or licensed by a Party, (i) developed, conceived, obtained, licensed, or acquired prior to the Effective Date; or (ii) developed, conceived, obtained, licensed, or acquired independently of this Agreement.</p>

8.1.5	<p>“Background Technology” means Technology that is disclosed by one Party to the other Party during the Term of this Agreement in the form as disclosed, excluding Team Technology.</p>
8.1.6	<p>“Team Data” means data collected or generated by a Team during and in furtherance of the Competition.</p>
8.1.7	<p>“Own” (and any variant thereof) means the exclusive right to possess, use, access, modify, disclose, distribute, license, and otherwise exploit the Team Data or Technology as appropriate.</p>
8.2	<p>Intellectual Property Rights:</p> <p>This Agreement does not change the Parties’ ownership of their Background Intellectual Property Rights. The Team solely owns all Intellectual Property Rights to the Team Technology. Without limiting any rights of the Team in Team Technology or Team Data, Team owns all rights in and to all Team Technology and all of Team’s Intellectual Property Rights associated with the design, manufacture, and operation of its Entry. Specifically, XPRIZE makes no claim to the rights in and to all or any of Team’s or Team’s designee’s Technology or Intellectual Property Rights associated with the design, manufacture, operation of and the Team Data and any subsystems, except the license rights granted to XPRIZE herein in such cases where the right to Exploit such Intellectual Property is necessary or desirable to tell the story of the Competition (e.g., depict or describe it in lay-persons terms in the course of documentary programming), or is exercised otherwise in connection with, the Competition Media or the merchandising rights in Exhibit B. Notwithstanding the foregoing, the Team does not own and shall not claim ownership in the names, trademarks, copyrights, logos, insignias, or similar Intellectual Property of XPRIZE, Sponsors, or other Competition partners, contractors, or collaborators.</p> <p>During the term of this Agreement, each Party hereby grants to the other Party a non-exclusive, non-transferable, non-sublicensable, revocable, terminable, worldwide, royalty-free license under its Intellectual Property Rights in Background Technology to use the disclosed Background Technology to perform the work under this Agreement by the Judging Panels, Advisors, XPRIZE employees and consultant involved with the Competition. During the Term of this Agreement, the Team hereby grants to XPRIZE a non-exclusive, non-transferable, non-sublicensable (except as described below), revocable, terminable, worldwide, royalty-free license under its Intellectual Property Rights in Team Technology to use the disclosed Team Technology to perform its work under this Agreement and to provide a sublicense to the Judges to judge the Competition.</p> <p>For clarity, the Team solely owns their Team Data. Without limiting any rights of the Team, the Team hereby grants XPRIZE a non-exclusive, transferable, sublicensable, irrevocable, perpetual, worldwide, royalty-free license to use,</p>

		access, disclose, distribute, or otherwise make available to others, modify, and store the Team Data to judge the Competition, to otherwise perform its work under this Agreement, and to support the mission of the XPRIZE, including by following the conclusion of the Competition making the Team Data available to stakeholders who in the XPRIZE’s sole discretion have demonstrated a commitment to managing the global issue(s) giving rise to the Competition. XPRIZE will adhere to national or international regulations and medical privacy laws regarding license for access and use of the Team Data and insights produced as part of the Competition. Teams must include statements in informed consent or participation waivers to allow data access, use, and material transfers to XPRIZE as needed for judging and analyses.
8.3	Eligible Sponsor’s Right of Participation.	Teams shall grant the Co-Title Sponsors and other eligible Additional Sponsors (“Eligible Sponsors”) the right (but not the obligation), at each of the Eligible Sponsors’ sole discretion, to participate for up to 5% in any future equity raise by any Teams that receive Awards from one or more Prize Purses in their equity raises during the Term of the Agreement and for an additional 12 months after the end of the Competition. Such right of participation will be calculated proportionally among the Eligible Sponsors as a percentage of the total amount contributed by all Eligible Sponsors relative to the aggregate amount contributed by all Eligible Sponsors. The Teams will provide the Eligible Sponsors with a notice of a financing round and a term sheet of such right of participation, and the Eligible Sponsors will have 15 days to indicate their interest in participating in the financing round by signing the term sheet.
8.3.1	Sponsor Access and Opportunities.	Teams agree to: (i) be introduced to Sponsors during the Term; (ii) meet with Sponsors during the Term; (iii) meet with Sponsors during appropriate milestones throughout the Competition (e.g., team summits and conferences where Teams may participate); (iv) during annual in-person or virtually hosted Team Summits, brief the Sponsors on the Team’s strategy, science and progress (and the Sponsors will treat this information as Confidential Information); and (v) offer the Eligible Sponsors early access to the treatments (approved by the appropriate regulatory authorities) developed by Teams at the best commercial pricing for up to ten individuals during the Term and for an additional twelve (12) months following the end of the Competition.
8.4	XPRIZE Trademarks:	As set forth in the Competition Team Communication Toolkit, attached as <u>Exhibit C</u> to this Agreement and incorporated into this Agreement pursuant to Section 15.1 below (“Team Communication Toolkit”), Team shall have a limited license to use “XPRIZE Trademarks.” Team agrees that it will comply

		with the terms and conditions of the Team Communication Toolkit, with regard to but not limited to the use of XPRIZE Trademarks. Team acknowledges and agrees that XPRIZE Trademarks are valuable assets of XPRIZE. Except as expressly provided herein or otherwise agreed to in writing by XPRIZE, Team shall not use or display XPRIZE Trademarks, in any manner whatsoever, without the prior written consent of XPRIZE.
9.	<u>CONFIDENTIALITY</u>	
9.1	Definitions:	
9.1.1	“Confidential Information” Defined:	
9.1.1.1	“XPRIZE Confidential Information” means all information regarding the business, affairs, and technology of XPRIZE, its affiliates, Sponsors, or any team participating in the Competition, including, without limitation, business concepts, processes, methods, systems, know-how, devices, formulas, marketing methods, prices, customer information, customer lists, methods of operation, trade secrets, or other information, whether in oral, written, or electronic form, regardless of who discloses the information. Any copies or modifications to such a data or dataset will be deemed XPRIZE Confidential Information, and notwithstanding anything to the contrary in this Agreement, will be owned by XPRIZE.	
9.1.1.2	“Team Confidential Information” means all inventions, designs, drawings, standards, specifications, modifications, technical information, prototypes, test versions, models associated with the inventions, biological or biosimilar product, process of production of the biological product, drug substance (active ingredient), drug product (formulation and composition), and method-of-use or other solutions conceived or developed by a Team. For clarity, Competition results, until publicly announced by XPRIZE, are XPRIZE Confidential Information.	
9.1.2	Exclusions from “Confidential Information”: The following information will NOT be considered XPRIZE Confidential Information or Team Confidential Information: (i) information that is publicly available through no fault of the Party that was obligated to keep it confidential; (ii) information that was known by a Party prior to commencement of discussions regarding the subject matter of this Agreement; (iii) information that was independently developed by a Party without reference to XPRIZE Confidential Information or Team Confidential Information, as applicable; and (iv) information rightfully disclosed to a Party by a third party without continuing restrictions on its use or disclosure.	
9.1.3	Obligation of Confidentiality: Each Party agrees that, for the Term and for up to ten (10) years thereafter, such Party shall, and shall ensure that its affiliates, officers, directors, employees, and agents shall keep confidential	

		and not publish or otherwise disclose and not use, for any purpose except as expressly permitted hereunder, any Confidential Information or materials furnished to it by the other Party (including, without limitation, the know-how of the disclosing Party). Notwithstanding the foregoing, XPRIZE may disclose the Team Data in accordance with Section 8.2.
9.2	Team's Entry and Submission:	XPRIZE acknowledges that information relating to technical aspects of any Entry developed by Team and submitted to XPRIZE or the Judging Panels as required by this Agreement will be deemed Team Confidential Information, regardless of whether or not it is marked as such.
9.3	Injunctive Relief:	Each Party recognizes that a breach of Section 9 (Confidentiality) would cause irreparable damage that cannot be sufficiently compensated through monetary damages alone. Consequently, in case of an actual or imminent breach of this section, each Party, in addition to any other legal remedies it may possess, has the right to seek equitable remedies, such as injunctive relief or specific performance from a competent court, without the necessity to prove actual damages or provide a bond or other form of security, where permitted by law.
9.4	Remedies:	The remedies stated in Section 9.3 above are non-exclusive, and the exercise of any right a Party may have will not preclude the exercise of any other right under this Agreement, at law, or in equity.
10.	<u>REPRESENTATIONS AND WARRANTIES</u>	
10.1	By Team:	Team hereby represents and warrants that:
10.1.1		Team is free to enter into this Agreement without the consent of any third party and has the capability to fully perform its obligations hereunder;
10.1.2		Team is not a party to (and it agrees that it shall not become a party to) any agreement, obligation, or understanding that is inconsistent with this Agreement or might limit or impair XPRIZE's rights or Team's obligations under this Agreement;
10.1.3		There is no legal proceeding or any other claim pending or threatened against Team's Legal Entity, its Intellectual Property, or Technology, nor does any circumstance exist, to its knowledge, which may be the basis of any such suit, proceeding, or other claim that could limit or impair Team's performance of its obligations pursuant to this Agreement;
10.1.4		Team will not infringe, violate, misappropriate, or interfere with the Intellectual Property, contract, or other rights of any third party in the course of performance of this Agreement or cause XPRIZE or its affiliates to do any of the same;
10.1.5		As of the date that submission of Entries is required, Team owns or has obtained appropriate license to (or will own or obtain appropriate license to)

		all technologies, methods, resources, and Intellectual Property Rights in Team’s Entry or Entries and/or has (or will have) all appropriate license rights in any and all third-party technologies, methods, and resources (“Third-Party Technology”) in such Entry or Entries, and that Team’s Entry or Entries will be accompanied by and in accordance with all appropriate licenses in such Third-Party Technology;
10.1.6		Any statement made by Team that relates to XPRIZE will (i) be truthful and (ii) not disparage XPRIZE or any of its affiliates, officers, directors, or board members, any member of the Advisory Board, Judging Panels, and Sponsors;
10.1.7		Team will follow principles of good sportsmanship in taking part in the Competition.
10.2	By XPRIZE:	XPRIZE hereby represents and warrants that:
10.2.1		Subject to Section 7.7 above, XPRIZE expects that it will have sufficient funds to pay the Award(s) to the winning Team(s) directly, subject to the Team’s compliance with the terms of this Agreement, and
10.2.2		XPRIZE will use reasonable efforts to ensure the fair and impartial operation of the Awards and the judging decision for the Competition.
11.	<u>INDEMNIFICATION AND LIMITATION OF LIABILITY</u>	
11.1	“Losses” Defined:	“Losses” means any losses, liabilities, damages (including, without limitation, personal injury, death, or property damage), claims, or any related costs and expenses (including, without limitation, attorneys and other legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties).
11.2	Indemnification By Team:	Team, on behalf of itself and its Team Members, employees, agents, investors, board members, advisors, representatives, vendors, subcontractors, and any other affiliates (together, the “Indemnifying Parties”), agrees to indemnify, defend, and hold harmless XPRIZE and its affiliates, directors, officers, employees, advisors, Judges, Sponsors and Sponsor’s affiliates, including testing partners, from and against any and all Losses which they may incur arising from or relating to Team Technology and IP and/or the acts or omissions of any Indemnifying Party related to the Competition. Team is responsible to secure such agreements with each of the other Indemnifying Parties, pursuant to which each of the other Indemnifying Parties agrees to provide the indemnity and hold harmless obligations required by this Section 11.2.

11.3	DISCLAIMER OF WARRANTIES:	EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, RESULTS OF THE COMPETITION, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. EACH PARTY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES.
11.4	EXCLUSION OF DAMAGES:	FOR ANY CLAIMS, CAUSES OF ACTION, DISPUTES (AS DEFINED IN SECTION 12.2 BELOW), OR DEMANDS ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO SUCH CLAIMS RESULTING FROM THE BREACH OF ANY TERM OF THIS AGREEMENT AND/OR A PARTY'S NEGLIGENCE OR OTHER TORTIOUS CONDUCT AND/OR ANY DECISION BY XPRIZE TO DISQUALIFY A TEAM AND/OR TERMINATION OF THIS AGREEMENT BY XPRIZE. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF CIRCUMSTANCES CAUSE AVAILABLE REMEDIES TO FAIL. THE FOREGOING DAMAGES EXCLUSION WILL NOT APPLY TO THE INDEMNIFYING PARTIES' OBLIGATIONS UNDER SECTION 11.2 ABOVE.
11.5	a. LIMITATION OF LIABILITY:	NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY COST, EXPENSE, OR RISK OF LIABILITY ARISING OUT OF THE EFFORTS OF THE OTHER PARTY IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO THE INDEMNIFYING PARTIES' OBLIGATIONS UNDER SECTION 11.2 ABOVE.
11.6	a. RELIANCE ON SECTION 11 PROVISIONS:	EACH PARTY RECOGNIZES AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR EACH PARTY'S ACCEPTANCE OF ALL PROVISIONS IN SECTION 11.
12.	<u>DISPUTE RESOLUTION</u>	
12.1	XPRIZE and Judging Panel Decisions are Final and not subject to these Dispute Resolution provisions:	XPRIZE and/or the Judging Panels have exclusive and absolute discretion in making any administrative decisions related to the Competition's operation and the Judging Panels' decisions. These decisions are: (i) made solely by XPRIZE and/or the Judging Panels; (ii) final and binding on all Teams; and (iii) not open for review, reconsideration, or challenge under the Dispute Resolution provisions and procedures outlined in Section 12.

12.2	Definition of "Dispute":	"Dispute" shall mean any claim, controversy and/or dispute arising out of or related to this Agreement or the making, performance, breach, or interpretation of this Agreement or any action taken pursuant hereto other than administrative decisions referenced in Section 12.1. Any and all Disputes shall be raised and handled solely pursuant to the Dispute Resolution provisions of this Section 12 and in no other manner.
12.3	Governing Law:	This Agreement and all Disputes arising hereunder shall be governed and construed in accordance with the laws of the State of Texas, United States of America ("Laws"), without regard to its conflict of laws rules.
12.4	Resolution of Disputes pursuant to Agreement:	Any and all Disputes shall be raised and handled solely pursuant to the Dispute Resolution provisions set forth in this Section 12 and in no other manner. Team and XPRIZE agree that the mandatory and exclusive Dispute Resolution procedures in this Agreement are in the best interests of both Parties and that any and all Disputes shall remain confidential and shall not be disclosed to the public.
12.5	Notice of Dispute/ Condition Precedent:	A PARTY MUST SERVE THE OTHER PARTY A WRITTEN NOTICE OF DISPUTE SETTING FORTH (I) THE SUBJECT OF THE DISPUTE, (II) THE DATE(S) OF EVENT(S) GIVING RISE TO THE DISPUTE, AND (III) THE RELIEF REQUESTED ("NOTICE OF DISPUTE") WITHIN TEN (10) CALENDAR DAYS OF THE FIRST INCIDENT GIVING RISE TO THE DISPUTE. SERVICE OF THE NOTICE OF DISPUTE WITHIN SUCH TEN (10)-DAY PERIOD IS A CONDITION PRECEDENT TO PURSUING ANY DISPUTE HEREUNDER, AND FAILURE TO DO SO SHALL MEAN THAT ANY RIGHT TO RAISE ANY SUCH CLAIM, CONTROVERSY AND/OR DISPUTE SHALL BE FOREVER FORFEITED AND WAIVED.
12.6	Informal Dispute Resolution:	<p>If a Party has served a Notice of Dispute in accordance with the provisions of Section 12.5 above, and if the Dispute has not been resolved, then the Parties agree to first attempt to resolve their dispute informally within sixty (60) days of the date of service of the Notice of Dispute in accordance with the following:</p> <p>Each Party shall appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such dispute.</p> <p>The designated representatives shall meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other Party all information with respect to the matter at issue that the Parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding.</p> <p>The specific format for the discussions will be left to the discretion of the designated representatives.</p>

12.7	General Arbitration Provisions for JAMS Arbitration.	Except as provided in Section 9 above (Confidentiality), if the Parties are not able to settle the Dispute during the Informal Dispute Resolution above, Team and XPRIZE agree that: (i) any Dispute; (ii) any issues pertaining to the Dispute; and/or (iii) any claim that this Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to and finally determined by mandatory and binding arbitration before Judicial Arbitration and Mediation Services (JAMS) as set forth below.
12.8		The Parties' agreement to arbitrate will be deemed to be self-executing. If either Party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such Party despite said failure to appear, and the matter will be dismissed with prejudice. Failure by either Party to pay the fees (or provide a required deposit) of the arbitrators and/or the arbitration administrator in accordance with applicable JAMS rules and policies will result in a forfeiture by the non-paying Party of the right to prosecute or defend the claim, which is the subject of the arbitration, but will not otherwise serve to abate, stay, or suspend the arbitration proceedings. The Parties will share equally the arbitrators' fees and expenses, including JAMS administrative expenses or other costs incurred and billed by JAMS to the Parties, provided, however, that each Party shall bear its own attorneys' and experts' fees and its own costs incurred in connection with any Dispute hereunder including the arbitration of any Dispute. Further, each Party shall compensate and pay all expenses for its employees and, with respect to Team, all other Team Members for their participation in the arbitration.
12.9	<u>Scope of Arbitrators' Authority:</u>	The arbitrators will have no power or authority to grant attorneys' fees, punitive or exemplary damages as part of their award. In no event may the provisions of this Agreement, or any ancillary agreement executed in connection with this Agreement, including, without limitation, amendments to this Agreement, be waived, modified, changed, or otherwise equitably excused by the arbitrators at any arbitration hearing. The Parties do not grant the arbitrators the powers of an <i>amiable compositeur</i> , and the arbitrators do not have the power to act or decide matters <i>ex aequo et bono</i> . The arbitrators will apply Texas substantive law to the proceeding. The arbitrators will not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.
12.10	<u>Jurisdiction for Entering Arbitration Awards:</u>	The arbitrators' award will be the exclusive remedy between the Parties regarding any Dispute presented or pled to the arbitrators. Any petition, motion, or request to vacate the award shall be filed exclusively in the Texas county or district court in Dallas, Texas, and the Parties expressly consent to the exclusive jurisdiction of the Texas county or district court in Dallas, Texas, over any such petition, motion, or request to vacate the award. The

		provisions of the Texas General Arbitration Act will apply to any petition, motion, or request to vacate the award pursuant to this Section 12.10.
12.11		The Parties may confirm or enforce the award in any court of competent jurisdiction, provided, however, that if any Party files a petition to confirm the award in the United States of America, such petition will be governed by the provisions of the Texas Arbitration Act. The Parties may have the judgment domesticated by any court of competent jurisdiction.
12.12	JAMS Arbitration:	<p><u>JAMS Arbitration:</u> The first stage of arbitration shall be conducted in English before JAMS in Dallas, Texas, in accordance with the JAMS Comprehensive Arbitration Rules & Procedures then in effect, including the Application of Expedited Procedures referenced therein (“JAMS Rules”).</p> <p>As a condition precedent to arbitration of any Dispute, the Party seeking to arbitrate the Dispute must file a Demand for Arbitration with JAMS in Dallas, Texas, pursuant to the JAMS Rules, within one hundred and eighty (180) days of the date of service of the Notice of Dispute. Failure to file the Demand for Arbitration with JAMS within such a 180-day period shall mean that any right to arbitrate or litigate in any manner such Dispute shall be forever forfeited and waived.</p> <p>The arbitration shall be conducted by three (3) arbitrators appointed as follows: (1) each Party shall select an arbitrator who is neutral and independent of the appointing Party and who is an active member of the bar of a U.S. State and fluent in English, and (2) those two arbitrators shall select a third arbitrator fluent in English. The third arbitrator may be, but is not required to be, an active member of the bar of a U.S. State.</p> <p>The matters to be considered and determined by the arbitrators in Stage 1 Arbitration shall include and be limited to the following:</p> <p>(i) <u>Compliance with Notice of Dispute provision.</u> First, the arbitrators shall determine whether or not the Party that served the Notice of Dispute strictly complied with the requirements set forth in Section 12.5 above. If the arbitrators determine that the Party that served the Notice of Dispute failed to strictly comply with the requirements of Section 12.5, then the arbitrators shall issue an award dismissing the Dispute with prejudice and ruling that the Party that served the Notice of Dispute shall take nothing thereunder.</p> <p>(ii) <u>Enforceability of Limitation of Liability provision.</u> Second, if (a) the arbitrators determine that the Party that served the Notice of Dispute did strictly comply with the requirements of Section 12.5 above, and (b) either Party asserts that the Limitation of Liability provision set forth in Section 12.5 above is unenforceable in whole or in part, then the arbitrators shall determine whether or not the Dispute is subject to the</p>

		<p>Limitation of Liability provision set forth in Section 11.5 above and, if so, whether the Limitation of Liability provision is unenforceable in whole or in part and issue a ruling of their findings providing the reasons therefore. For purposes of this determination, the Parties agree and represent that the Limitation of Liability Clauses are not contrary to public policy.</p> <p>(iii) EACH PARTY’S REPRESENTATION IN THIS PARAGRAPH IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY TO ENTER INTO THIS AGREEMENT. IF NEITHER PARTY ASSERTS THAT THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN SECTION 11.5 ABOVE ARE UNENFORCEABLE IN WHOLE OR IN PART, THEN THE ARBITRATORS SHALL ISSUE A RULING THAT SUCH PROVISIONS ARE FULLY ENFORCEABLE WITH RESPECT TO THE DISPUTE.</p>
12.13	90-Day Cooling Off Period following JAMS Arbitration – Stage 1:	<u>90-Day Cooling Off Period:</u> If the arbitrators have not dismissed the Dispute with prejudice when they issue their rulings pursuant to Section 12.9 above, then the Parties shall wait for a period of ninety (90) calendar days before proceeding with JAMS Arbitration – Stage 2, during which time the Parties agree to negotiate in good faith and attempt to resolve the Dispute. This period may be extended by mutual agreement of the Parties.
12.14	JAMS Arbitration – Stage 2:	<u>JAMS Arbitration – Stage 2:</u> If the Dispute is not resolved during the 90 Day Cooling Off Period, including any agreed extensions thereto, the second stage of the JAMS arbitration shall proceed before the JAMS Arbitrators.
12.15		Other Decisions of XPRIZE and the Judging Panels: Nothing in this Section 12 (Dispute Resolution) will limit in any manner: (i) the ability of XPRIZE to eliminate or disqualify Team or cancel the Competition; (ii) the ability of XPRIZE or Team to seek injunctive relief as expressly provided in Section 9.3 above (Confidentiality – Injunctive Relief), and Exhibit B, Paragraph XV (Media Rights Agreement – Injunctive Relief for XPRIZE); or (iii) the sole and exclusive discretion of the Judging Panels, as provided in Section 5.3 above (Judging Panel) and in the Competition Guidelines
12.16	Attorney’s Fees:	Unless otherwise expressly set forth herein, the Parties shall bear their own attorney’s fees, costs, and expenses in connection with the matters set forth in the Agreement, including, without limitation, the Dispute Resolution procedures in this Section 12.
12.17	Goal of the Competition:	Team and XPRIZE agree that a paramount goal of the Competition is to inspire and educate individuals, drive new innovation, and attract new investments into solutions and new ideas to benefit humanity in general and as specified in the Competition impact statement in particular (“Goals”).

12.18	Public Disputes Cause Harm to the Competition:	Team and XPRIZE agree that Team, XPRIZE and Sponsors have invested a substantial amount of time, effort, and resources in the Competition. Team and XPRIZE agree that, in light of the Competition’s ultimate goal of inspiring and educating individuals, any public dispute regarding any claim or controversy arising out of or related to this Agreement or the making, performance, breach, or interpretation of this Agreement, including, without limitation, any challenge to any decision by the Judging Panels, would detract from the Goals defined above and would reflect poorly on Team, XPRIZE, and Sponsors. Further, any public dispute regarding any claim or controversy arising out of or related to this Agreement or the making, performance, breach, or interpretation of this Agreement, including, without limitation, any challenge to any decision by the Judging Panel, will result in irreparable harm to XPRIZE and Sponsors.
13.	<u>TEAM MANAGEMENT</u>	
13.1	Changes to Team Name:	Each Team must ensure that its name, logo, trademarks, or any other identifying features ("Team Name") used in the Competition comply with all applicable laws and good industry practices, including but not limited to those concerning intellectual property, trademark, copyright, advertising, and privacy. XPRIZE may limit or prohibit the use of any Team Name or variant that may cause confusion. Teams must not use any names defamatory or disparaging towards XPRIZE, Sponsors, or affiliated parties or that negatively impacts XPRIZE's reputation. Teams must inform XPRIZE immediately of any intended change to the Team Name, do so on the Competition Portal in a timely manner, and cooperate with XPRIZE to facilitate this change.
13.2	“Team Member” Defined:	A "Team Member" refers to an individual or legal entity associated with a team in the capacity of an employee, consultant, volunteer, or contractor who contributes to the team's competition efforts, as determined by XPRIZE. This includes individuals or entities contributing to Background Technology or Team Technology, involved in the Entry's design, development, or testing, or holding a management or leadership role within the team. However, it does not include financial contributors such as investors, donors, Team sponsors, suppliers of standard parts and hardware, drug or supplement manufacturer or distribution centers, or other therapeutic suppliers and distributors, customers of the team, or third-party Intellectual Property Rights holders licensing to the team for its Entry.
13.3	Team Member Requirements:	Except as provided herein, individual Team Members must either (i) be of at least the age of majority in accordance with the laws of Team Member’s jurisdiction of residence or (ii) obtain the signed written consent of a parent or legal guardian, in order to be eligible to participate in the Competition. If a Team Member is not of the age of majority (or older) in their jurisdiction of residence, then all contracts and waivers required to be signed by Team

		Members must be signed by such Team Member's parent or legal guardian. All Team Members shall be listed in Team's records on the Competition Portal. Team may add and/or remove Team Members at any time through the Competition Portal. Team agrees to promptly notify XPRIZE through the Competition Portal in the event that Team decides to add and/or remove one or more Team Members. All Team members must sign all documents specified in this Agreement.
13.4	Team Leader:	Each Team shall designate a Team Member to act as "Team Leader" in all communications with XPRIZE. Team Leader will be responsible for receiving communications from and communicating with XPRIZE and the Judging Panel. The Team Leader shall be an individual and shall be at least eighteen (18) years old.
13.5	Changes in Team Leadership:	Team may replace the designated Team Leader at any time through the Competition Portal. Team shall promptly notify XPRIZE through the Competition Portal within seven (7) calendar days in the event that Team decides to replace the designated Team Leader. XPRIZE reserves the right to disqualify Team if Team unreasonably and repeatedly appoints a new Team Leader, appoints a Team Leader who is unqualified, or otherwise disrupts the administration of the Competition. For clarity, Team Leaders must perform all obligations required of Team Members, including, without limitation, signing and delivering a Team Member Release, Waiver, and Confidentiality Agreement.
13.6	Team Release and Waiver:	Concurrent with the execution of the Agreement, Team Leader shall execute the Team Release and Waiver (in the form attached as <u>Exhibit D</u> to the Agreement) on behalf of the Team and the Team Entity. If Team fails to timely provide a Team Release and Waiver, as required pursuant to this Section 13.6, then Team may be ineligible to participate in the Competition.
13.7	Team Member Release and Waiver:	TEAM SHALL ENSURE THAT EACH TEAM MEMBER WHO IS NOT AN EMPLOYEE OF THE TEAM (INCLUDING TEAM LEADER, IF APPLICABLE) RECEIVES, REVIEWS, SIGNS A COPY OF THE TEAM MEMBER RELEASE, WAIVER, AND CONFIDENTIALITY AGREEMENT (IN THE FORM ATTACHED AS <u>EXHIBIT E TO THIS AGREEMENT</u>) ON BEHALF OF SUCH TEAM MEMBER. If Team Member is an entity, then such Team Member's Team Member Release, Waiver and Confidentiality Agreement shall be on behalf of all employees of such Team Member.
13.8	Decisions Concerning Team Participation in Competition:	To the maximum extent permissible under applicable law and under this Agreement, Team Leader and each Team Member agrees to abide by any decision made by XPRIZE to remove, suspend, deem ineligible, or disqualify Team, without contest, legal recourse, or any other action of protest of the decision. XPRIZE may make such decisions for reasons including, but not limited to, ethical transgressions, breach or violation of this Agreement,

		actions that jeopardize the Competition, or actions that jeopardize XPRIZE's sponsorship of the Competition.
14.	GENERAL LEGAL PROVISIONS	
14.1	Not Agents, Partners, or in Joint Venture:	Parties are not agents or partners of or with one another. Parties are not engaged in any form of joint venture with one another. Parties cannot bind one another by contract.
14.2	No Third-Party Beneficiaries:	Except as expressly set forth in Section 8 above, Parties agree and acknowledge that there are, and shall be, no third-party beneficiaries to this Agreement, including, without limitation, Team Members.
14.3	Official Language:	The official language of the Competition and of this Agreement shall be English. All communications with XPRIZE will be in English unless the Team has received prior written authorization from XPRIZE to submit communications in another language. Additional copies in other languages are welcomed and, if provided on behalf of XPRIZE, are for convenience only but are in no way binding on XPRIZE.
14.4	Notices:	<p>All notices, requests, claims, demands, and other communications between the Parties shall be in writing. All notices shall be given (i) by delivery in person, (ii) by a nationally recognized next-day courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by electronic mail to the address of the Party specified in this Agreement or such other address as either Party may specify in writing. All notices shall be effective upon (i) receipt by the Party to which notice is given or (ii) on the fifth (5th) calendar day following mailing, whichever occurs first.</p> <p>XPRIZE:</p> <p>XPRIZE Foundation, Inc.</p> <p>Address: 10736 Jefferson Blvd, #406, Culver City, CA 90230</p> <p>Email: Contracts@xprize.org</p> <p>Attention: Chief Legal Officer</p> <p>TEAM:</p> <p>Team Name:</p> <p>Address:</p> <p>Email:</p> <p>Attention:</p> <p>Either Party may change its address by giving the other Party written notice of its new address as herein provided within ten (10) business days of the change.</p>

		Notwithstanding anything to the contract, a notice sent by email will be deemed to have been received at the time shown in a delivery confirmation report generated by the sender's email system, which indicates that delivery of the email to the recipient's email address has been completed.
14.5	Force Majeure:	Neither Party hereto will be liable for or suffer any penalty or termination of rights hereunder by reason of any failure or delay in performing any of its obligations hereunder if such failure or delay is occasioned by compliance with governmental regulation or order, or by circumstances beyond the reasonable control of the Party so failing or delaying, including, but not limited to, acts of God, war, civil war, insurrection, acts of terrorism, sabotage, epidemics, pandemics, quarantine, an act of public enemy, travel warnings announced by the United States Department of State, fire, flood, accident, strike or other labor disturbance, equipment failure, or interruption of or delay in transportation caused by forces beyond the Parties' control ("Force Majeure Event"). Each Party will promptly notify the other in writing of any such Force Majeure Event, the expected duration thereof, and its anticipated effect on the Party affected. XPRIZE has no obligation to suspend or delay the Competition to accommodate Team if a Force Majeure Event impedes Team's ability to participate in the Competition according to the Competition schedule. XPRIZE may suspend, postpone, or cancel the Competition in the case of a Force Majeure Event.
14.6	No Waiver:	No failure of either Party to insist upon strict compliance with any covenant, obligation, condition, warranty, or agreement contained herein will operate as a waiver of, or estoppel with respect to, any such covenant, obligation, condition, or agreement. The waiver by any Party of any breach of any provision of this Agreement will not be considered as, nor constitute, a continuing waiver or waiver of any other breach of any provision of this Agreement.
14.7	Headings:	Article, section, subsection, and paragraph headings in this Agreement are included for convenience of reference only and will not constitute a part of this Agreement for any other purpose.
14.8	Severability:	If any provision of this Agreement conflicts with the Law under which this Agreement is construed or that is otherwise applicable to a Team, or if any such provision is held invalid by a competent authority, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with Law. If the competent authority holds the provision illegal, invalid, or unenforceable even after restatement, the provision will be limited or eliminated to the minimum extent necessary. The remainder of this Agreement will remain in full force and effect.
14.9	No Strict Construction:	In the event an ambiguity or question regarding the enforceability, intent, or interpretation of any term or condition of this Agreement arises, this

		Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. No Agreement from any prior or future XPRIZE Competition will be used to construe this Agreement, and this Agreement will not be used to construe any Agreement from any prior or future XPRIZE Competition.
14.10	Counterparts:	This Agreement may be signed in counterparts, and together, signed and delivered counterparts will constitute a complete, binding contract. Facsimile or electronic signatures will have the same weight and effect as originals.
14.11	Survival:	The following Sections of, and Exhibits to, this Agreement will survive the expiration or termination of this Agreement: Sections 2 above (Scope of Agreement); 3.6 above (Return of Awards); 3.7 above (Withdrawal from the Competition); 6.3.2 above (Effect of Cancellation); 7.4 above (Allocation of Prizes); 7.5 above (Awards Subject to Applicable Law); 7.7 above (Prize Purse Conditions); Section 8.3 (Eligible Sponsor’s Right of Participation); (Section 9 above (Confidentiality); 10 above (Representations and Warranties); 11 above (Indemnification and Limitation of Liability); 12 above (Dispute Resolution); 14 above (General Legal Provisions); and any and all Exhibits and Waivers, etc.
14.12		IT IS RECOMMENDED THAT THE TEAM SECURES AND MAINTAINS, AT ITS OWN EXPENSE, THROUGHOUT THE TERM OF THIS AGREEMENT, INSURANCE THAT IS DEEMED APPROPRIATE AND SUFFICIENT TO COVER THE RISKS ASSOCIATED WITH THE PARTY’S OBLIGATIONS AND PERFORMANCE UNDER THIS AGREEMENT. IDEALLY, THE INSURANCE POLICY WOULD ENCOMPASS COVERAGE FOR BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND CONTRACTUAL LIABILITY, WITH SUGGESTED LIMITS OF LIABILITY OF NOT LESS THAN \$500,000 PER OCCURRENCE AND \$1,000,000 IN THE AGGREGATE. THIS IS NOT REQUIRED UNDER THIS AGREEMENT.
15.	<u>EXHIBITS AND RELATED FORMS</u>	
15.1	Exhibits Incorporated into Agreement:	THE PARTIES AGREE AND ACKNOWLEDGE THAT THEY SHALL BE BOUND BY THE TERMS AND CONDITIONS OF ALL EXHIBITS TO THIS AGREEMENT. THE FOLLOWING EXHIBITS ARE ATTACHED HERETO AND ARE INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE:
15.1.1		<u>Exhibit A</u> – Competition Guidelines
15.1.2		<u>Exhibit B</u> – Media Rights Agreement
15.1.3		<u>Exhibit C</u> – Team Communication Toolkit
15.1.4		<u>Exhibit D</u> – Team Release and Waiver
15.1.5		<u>Exhibit E</u> – Team Member Release, Waiver, and Confidentiality Agreement

15.2	Forms Incorporated into Agreement:	THE PARTIES AGREE AND ACKNOWLEDGE THAT THEY WILL BE BOUND BY THE TERMS AND CONDITIONS OF ANY AND ALL FORMS COMPLETED AS PART OF THE INTENT TO COMPETE FORM; (ii) THE TEAM INFORMATION PROVIDED THROUGH THE COMPETITION PORTAL; AND (iii) THE ENTRY SUBMISSION FORM(S) AND REGISTRATION PROCESS DESCRIBED IN SECTION 4 ABOVE, AND THAT ALL SUCH FORMS ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE, OR SHALL BE INCORPORATED INTO THIS AGREEMENT WHEN SUCH FORMS ARE COMPLETED AND SUBMITTED BY TEAM.
15.3	Additional Exhibits:	As pursuant to section 2.3 above, XPRIZE may, at its sole and absolute discretion, add Exhibits to this Agreement for the purpose of further clarifying the Rules and Regulations governing the Competition.
15.4	All Exhibits Subject to Change and Updates:	The Parties agree and acknowledge that, as pursuant to sections 2.3 above and 6.4 above of this Agreement, and to this Section 15.4, all Exhibits are subject to change and update at XPRIZE's sole and absolute discretion.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Agreed to and Accepted:	Agreed to and Accepted:
XPRIZE	TEAM
Signature:	Signature:
Name:	Name:
Title:	Title:

Date:

Date:

EXHIBIT A

Competition Guidelines

[\[LINK TO COMPETITION GUIDELINES\]](#)

EXHIBIT B

Media Rights Agreement

I. THE STORY OF THE COMPETITION.

The main purpose of an XPRIZE is impact, and a key component of each competition's impact process is storytelling. XPRIZE will produce marketing and communication campaigns to expand awareness, reach audiences, and inspire support. These campaigns may highlight teams, their technology, and their potential impact on the world. In order to best promote and tell the story of the Competition, Team must grant XPRIZE certain license rights pursuant to the terms and conditions detailed below. XPRIZE maintains full editorial control and promotional decision-making, including Team coverage, selection of content, subjects, and distribution to tell a compelling Team story while also recognizing that protecting team intellectual property is paramount.

II. **"COMPETITION MEDIA" DEFINED.** For the purposes of this Agreement, "Competition Media" shall be defined as all media emanating from documenting, filming, recording, or otherwise fixing any aspect of the Competition in a tangible means of expression by any means or in any manner or medium now existing, including, without limitation, audio, video, digital, and photographic material, or developed in the future, including, without limitation, Team's preparation to enter or register for the Competition, the story of Team's participation, other Competition participants, and events related to the Competition whether such Competition Media is owned, controlled, or created by, or on behalf of, Team, any Team Member, or any sponsor or partner of Team. Competition Media shall include, without limitation, media in any state of the production cycle, whether raw footage, works in progress, fully edited content, or otherwise.

III. **"EXPLOIT" DEFINED.** For the purposes of this Agreement, "Exploit" means to use, copy, reproduce, sublicense, modify, transmit, display, distribute, perform, make, sell, assign through multiple tiers, license through multiple tiers, transfer across all global media and distribution methods, including but not limited to the right to produce marketing and communication campaigns to expand awareness and tell Team stories in perpetuity.

IV. **GRANT OF LICENSE FROM TEAM TO XPRIZE.** Throughout the prize journey, XPRIZE may capture content related to the Competition. Team and each Team Member hereby grant(s) XPRIZE an exclusive, perpetual, royalty-free, fully paid-up, sublicensable, worldwide, irrevocable right and license, exercisable in the sole and absolute discretion of XPRIZE, to:

A. Capture footage and otherwise record preparations for, participation in, and the proceedings of the Competition, including those by Team and by Team Members. Notwithstanding the foregoing, Team may capture photographic and/or video footage and otherwise document and record its preparations for, participation in, and proceedings of the Competition (collectively "Team-Generated Footage"). With respect to all Team-Generated Footage not directly related to the competition, that license granted to XPRIZE herein shall be nonexclusive instead of exclusive. XPRIZE may, in its sole and absolute discretion, limit Team's access and right to record Competition-related events organized by XPRIZE.

- B.** Exploit the Competition Media, including a right and license under all rights in such Competition Media and persons and items depicted therein. Team will make all Competition Media captured by Team available to XPRIZE within ten (10) days after request by XPRIZE in high-quality digital format (or the format in which the media was captured);
- V. GRANT OF ACCESS RIGHTS FROM TEAM TO XPRIZE.** Team hereby grants XPRIZE the right to request and obtain access to any and all Team facilities or events to capture Competition Media for later usage, for which requests shall not be unreasonably denied or delayed. Team shall use best efforts to provide similar access to facilities of Team’s contractors, sponsors, and/or partners to capture Competition Media. Any access to Team facilities and events for purposes of this Agreement shall be subject to all applicable facility or event requirements, including facility use agreements and site policies governing onsite activities at Team facilities and events.
- VI. COMPETITION MEDIA CREATED BY, OR ON BEHALF OF, XPRIZE.** Notwithstanding anything to the contrary in this Agreement, XPRIZE will retain all rights and title in and to any and all audio, video, photographic, or other material created by, or on behalf of, XPRIZE or its agent and assignees. XPRIZE will have the right, exercisable in its sole and absolute discretion, to sell photographic or other material in any manner. Team will retain the right to request royalty-free usage of such material as is pertinent to Team’s involvement in the Competition for the purposes of video news releases, internal Team communications, Team engineering work, Team employee or investor recruitment, or similar non-commercial purposes; such requests shall not be unreasonably denied.
- VII. XPRIZE USE OF TEAM MEDIA ASSETS NOT INCLUDED IN COMPETITION MEDIA.** If XPRIZE requires the use of any of Team’s assets or property not covered by the grants of rights and licenses herein in its production of media content or for advertising or promotional purposes, XPRIZE shall submit a request to Team for permission to use such materials for such purposes of producing media content or educational materials related to the Competition. Team agrees not to unreasonably withhold, condition, or delay approval for XPRIZE to use such Team media assets for the production of media content or educational materials related to the Competition, it being understood that such approval would be withheld reasonably if it were to interfere unduly with Team’s revenue generation, agreements with financiers or customers, patent filings or trade secrets. Furthermore, Team agrees not to unreasonably withhold permission for advertising or promotional use related to the Competition. Team shall use best efforts to respond to such requests within ten (10) days of the request. Notwithstanding anything in this Agreement to the foregoing, this Agreement does not grant any rights in Team Trademarks without prior written approval of the Team. All uses of Team Trademarks for any purpose under this Agreement shall be reviewed and approved in accordance with Section 8.3 of the Competition Agreement, incorporated herein by reference.
- VIII. TEAM RETAINS OWNERSHIP OF TEAM’S INTELLECTUAL PROPERTY.** Subject to the provisions herein, which provide XPRIZE with certain media rights, and without limiting any rights of the Team in Team Technology or Team Data, Team owns all rights in and to all Team Technology and all of Team’s Intellectual Property Rights associated with the design, manufacture, and

operation of its Entry. Specifically, XPRIZE makes no claim to the rights in and to all or any of Team's or Team's designee's Technology or Intellectual Property Rights associated with the design, manufacture, operation of and the Team Data and any subsystems, except the license rights granted to XPRIZE herein in such cases where the right to Exploit such Intellectual Property is necessary or desirable to tell the story of the Competition (e.g. depict or describe it in lay-persons terms in the course of documentary programming), or is exercised otherwise in connection with, the Competition Media or the merchandising rights in Section XIII below. Notwithstanding the foregoing, the Team does not own and shall not claim ownership in the names, trademarks, copyrights, logos, insignias, or similar Intellectual Property of XPRIZE, Sponsors, or other Competition partners, contractors, or collaborators. Nothing in this Section VIII. is intended to limit the scope of or vary Sections 8 (Intellectual Property) or 10 (Confidentiality) of the Competitor Agreement.

- IX. XPRIZE USE OF TEAM MEDIA ASSETS INCLUDED IN COMPETITION.** Without limitation and except as provided above, the Competition is the exclusive property of XPRIZE, who owns all rights, content, and data relating thereto, in particular, and without limitation, all rights relating to its organization, exploitation, broadcasting, recording, representation, reproduction, access, and dissemination in any form and by any means or medium whatsoever, whether now existing or developed in the future. XPRIZE will have the right to determine, in its sole and absolute discretion, the conditions of access to and the conditions of any use of media relating to the Competition.
- X. TEAM EXPLOITATION OF COMPETITION MEDIA.** Team shall not Exploit any Competition Media that would interfere with XPRIZE's efforts to Exploit the Competition Media. As it determines in its sole and absolute discretion, XPRIZE will release to Team certain limited rights to Exploit the Competition Media to allow Team the ability to: (i) recruit and activate Team sponsorships; (ii) participate in online social networking such as blog posts; (iii) provide short video news releases; (iv) communicate internally to Team Members; (v) perform Team engineering work; and (vi) recruit Team employees or investors. Additionally, Team may request audio, video, written, or photographic material releases from XPRIZE for such purposes and such requests will not be unreasonably denied. Teams may share published, produced content but shall not post natively across their distribution channels. XPRIZE may, from time to time and at its sole and absolute discretion, release its rights to Exploit limited Competition Media to Team if XPRIZE determines that such Competition Media will not be Exploited by XPRIZE.

In addition, when requested, XPRIZE will generally release, in whole or in part, its right to Exploit certain Competition Media that includes scientific or engineering data to allow the Team to release such Competition Media to third parties where such release will not interfere with XPRIZE's right to Exploit Media Rights as permitted by this Agreement. Any release or grants of rights made pursuant to this Section X are subject to the execution of a separate agreement between the Parties.

- XI. NEWS COVERAGE.** For the purposes of this Agreement, "News Coverage" means any news program, news update, or news story in any media format devoted solely or primarily to the broadcasting or distribution of information about current events. For purposes of this definition, news includes regular news broadcasts (e.g., "NBC Nightly News") and news

"magazine" shows (e.g., "60 Minutes") but does not include "reality" shows or documentaries (e.g., "Modern Marvels"). XPRIZE and Team are encouraged to stimulate public interest in the Competition by seeking out opportunities for news coverage of Team, Team sponsors, and the Competition in coordination with XPRIZE. In the event that Team is requested by a producer of News Coverage to participate in an interview or otherwise contribute information and materials relating to the Competition to a News Coverage, Team agrees that throughout the duration of Team's participation in the News Coverage, Team shall (i) promote the Competition in a positive manner; and (ii) comply with the requirements of this Media Rights Agreement. Team will not provide any Competition Media to any media outlet or allow any media outlet to create its own footage without XPRIZE's prior written consent. If XPRIZE consents to such media relationship, Team will abide by all other conditions in this Agreement.

XII. PERMITTED TEAM MEDIA RELATIONS. Unless prohibited by law or by this Agreement, Team may:

- A.** Provide pre-approved (by XPRIZE) photo, audio, and video content produced or assembled by XPRIZE, which will be provided from time to time at XPRIZE's discretion, in any quantity.
- B.** Provide any photo, audio, and video content produced or assembled by Team or its Team sponsors or partners only when such content has been previously approved by XPRIZE in writing. Such permission will not be unreasonably withheld. XPRIZE shall use best efforts to respond to all such requests by Team within three (3) business days.
- C.** Provide producers of News Coverage access to any Team activities or facilities as desired by Team, except Team is not permitted to provide such access during the Consumer Testing period or Awards Ceremony.

Team shall use best efforts to ensure that use of any material provided to or created by producers of News Coverage will not imply any official sponsorship or relationship between the producers or distributors of News Coverage, XPRIZE, the Competition, or Team; provided, further, that any News Coverage segment during the Competition Interval shall not, without prior approval of XPRIZE, (1) be specifically "presented by" one advertiser, (2) otherwise directly link commercials airing on the News Coverage with XPRIZE, the Competition, or Team, or (3) imply endorsement of a product or a particular news outlet. XPRIZE shall use reasonable efforts to accommodate Team's requests for use of the Intellectual Property of XPRIZE in connection with News Coverage.

To prevent confusion and to maximize the impact of the Competition, and notwithstanding anything to the contrary, in no event will the Team make any announcement about Competition results or the actual or anticipated receipt of any Award from XPRIZE in connection with the Competition without prior written permission from XPRIZE.

XIII. MERCHANDISE AND MOCKUPS. Team hereby grants to XPRIZE perpetual, royalty-free, fully paid-up, sublicensable, worldwide, irrevocable right and license, exercisable in the sole and absolute discretion of XPRIZE, to Exploit Team's logo(s), the image and likeness of Team, the Team Members and Team's Entry or Entries, and/or the image and likeness of related hardware with regard to any type of physical or intangible merchandise or mock-ups (which

includes any product or service whatsoever), whether existing now or developed in the future, in connection with XPRIZE or the Competition; provided, however, that such usage will be in accordance with Section 9 above of the Agreement (Confidentiality) and shall not be in a manner disparaging to Team, Team Members, XPRIZE, or the Competition (factual representation of Competition events, such as failures, will not be deemed disparagement). XPRIZE is not obligated to use any such image or likeness on any merchandise or mock-up. XPRIZE will use commercially reasonable efforts to comply with requests for updating of Team Sponsor logos.

XIV. INJUNCTIVE RELIEF. Team acknowledges that money damages would not be a sufficient remedy for any actual or threatened breach by Team of this Media Right Agreement or other infringement or unauthorized use of XPRIZE's trademarks and Media Rights, and such breach, infringement, or unauthorized use will result in irreparable harm to XPRIZE for which there is no adequate remedy at Law. Accordingly, in the event of any such breach, infringement, or unauthorized use, XPRIZE, in addition to any other remedies at law or in equity that it may have, will be entitled, without the requirement of proving actual damages or posting a bond or other security (to the extent permitted under Law), to obtain equitable relief, including without limitation injunctive relief and specific performance in any court of competent jurisdiction.

XV. NO RIGHT TO ENJOIN EXPLOITATION OF COMPETITION MEDIA. Team shall not attempt to enjoin, restrain, or encumber any actual or proposed Exploitation of the Competition Media or the enjoyment of any other rights vested in or granted to XPRIZE under this Media Rights Agreement. To the maximum extent permitted by applicable law, Team agrees to and does hereby waive, and agrees to not assert any claims based upon any statutory or common law rights and remedies (including, without limitation, any right to rescind, equitable relief, and injunctive relief) that may conflict with the preceding sentence. Team acknowledges that monetary damages would be an adequate remedy at law.

XVI. FURTHER ACTS. Team agrees to execute all papers and to perform any acts as XPRIZE may deem necessary to secure, protect, and perfect for XPRIZE or its designee(s) the rights herein assigned or granted, including, without limitation, any third-party consents that may be necessary to Exploit Media Rights. Further, Team irrevocably appoints XPRIZE as Team's attorney-in-fact to do all of the foregoing, such appointment being coupled with an interest.

EXHIBIT C

Team Communication Toolkit

[\[LINK TO TEAM COMMUNICATION TOOLKIT\]](#)

EXHIBIT D

Team Release and Waiver

Team, including all Team Members, acknowledges and agrees that neither XPRIZE, Sponsors, nor any parties associated with XPRIZE or Sponsors in relation to the Competition ("Released Parties") will be held responsible for any liabilities, damages (including personal injury, death, or property damage), claims, or related costs and expenses ("Losses") resulting from or associated with any property loss or damage or personal injury, including death, suffered by the Team, any team member, partner, sponsor, or affiliate of the Team, or any person or entity claiming on behalf of the Team, that arises from or is in any way connected with the Team's participation in the Competition. This applies even if the negligence or fault lies with any of the Released Parties, whether such negligence is present at the signing of the Competitor Agreement ("Agreement") or arises in the future. The Team assumes full responsibility for all risks of any Losses that may befall the Team, any team member, partner, sponsor, or affiliate of the Team, or any person or entity claiming on behalf of the Team that arises from or is in any way connected with the Team's participation in the Competition. The Team hereby fully releases and waives all claims against the Released Parties alleging Losses, whether existing now or arising in the future, that are in any way related to the Released Parties' execution or duties under this Agreement.

No Liability

The Team agrees that the Released Parties will not be held liable for any Losses that accrue or may accrue to the Team, any team member, partner, or affiliate of the Team, any team sponsor, or any person or entity claiming on behalf of the Team, that arises in any way from the Team's participation in the Competition.

Team Lead Signatory Signature: _____

Date: _____

Team Signatory Name: _____

Team Signatory Title: _____

EXHIBIT

T E

Team Member Release, Waiver, and Confidentiality Agreement

This Team Member Release, Waiver, and Confidentiality Agreement is made pursuant to that certain Competitor Agreement (“Agreement”). I represent and warrant that I have reviewed the Agreement to which this Team Member Release, Waiver, and Confidentiality Agreement is attached as Exhibit E, and I hereby agree to be bound by and comply with the terms and conditions of the Agreement.

FOR AND IN CONSIDERATION and as a condition of the granting of permission and authority for the undersigned to participate as a Team Member of the Team specified below (“Team”) in the Competition, the Team Member specified below (“Team Member”), does hereby release, acquit, and discharge the Released Parties (as defined in the Team Release and Waiver, attached to the Agreement as Exhibit D) from any and all Losses (as defined in the Team Release and Waiver, attached to the Agreement as Exhibit E) now accrued or hereafter to accrue on account of Team Member’s participation in the Competition.

I, Team Member, hereby for myself, my heirs, executors, and administrators:

1. Recognize and acknowledge that, as a Team Member, I am bound by the terms and conditions of Section 9 of the Agreement (Confidentiality) and covenant to comply with the terms and conditions thereof;
2. Understand and acknowledge that my participation in the Competition may be dangerous and could lead to serious injury or death;
3. Voluntarily assume any and all risks associated with participating in the Competition, and understand, acknowledge, and agree that the Released Parties will not be responsible or liable for any losses that may occur in connection with my participation in the Competition;
4. Unconditionally release and forever discharge the Released Parties from any and all losses that I may have and for any and all Losses sustained by me and my property arising from my participation in the Competition;
5. Waive any and all rights or claim for Losses I may have against the Released Parties for any and all Losses I may suffer in connection with my participation in the Competition;
6. Covenant not to sue the Released Parties, or attach or otherwise encumber any property of any Released Party, for any Losses on account of injury to myself, damage to my personal property, or my death arising from my participation in the Competition, or for any other Losses whatsoever; and
7. Acknowledge and agree to all other terms and conditions in the Team Release and Waiver, subject to the provisions of the Texas Civil Practice and Remedies Code, including the waiver of any rights or claims that may be similarly addressed as in Section 1542 of the California Civil Code but under applicable Texas law.

In addition to the general release and waiver provided above, Team Member acknowledges that Team Member may be exposed to certain “Confidential Information” (as defined in Section 9 above of the Agreement) during the course of participating in the Competition. Participant hereby agrees to (i) hold

all Confidential Information in confidence, use it only to perform Team Member's duties under the Agreement, and not disclose the Confidential Information to any third party except to the extent permitted by the terms of the Agreement; and (ii) not remove or permit to be removed from any item any proprietary, confidential, or copyright notices, markings, or legends placed thereon by Team or XPRIZE. Team Member further acknowledges that any breach or violation of these confidentiality provisions will result in irreparable and continued damage to XPRIZE, its affiliates and Sponsors for which there may be no adequate remedy at law. Participant hereby agrees that in the event of any such breach or violation, the injured Party will be entitled to both damages and injunctive relief.

Team Member has read and understood the above and foregoing Team Member Release, Waiver, and Confidentiality Agreement and hereby voluntarily agrees to be bound by and comply with its terms and conditions and the terms and conditions of the Agreement.

Team Name: _____

Team Member Name: _____

Team Member Signature: _____

Date of Signature: _____

