AGREEMENT

In order to enter the MIT Big Data Challenge (the "Contest"), you must agree to these Official Rules ("Rules"). Creating a Big Data Challenge Account ("Account") or clicking through below constitutes that you and your team members agree to these Rules, and you represent to MIT that you and your team members have read, understood, and agree to be bound by them. In order to access the data sets and submit an entry ("Entry") to either the Prediction or Visualization Challenge, each team must have an Account.

ELIGIBILITY

1. The Contest is open to Entries from single individuals or teams of any size (each, an "Entrant"), provided that the individual Entrant or one member of the Entrant's team is a member of the MIT community and has an mit.edu email account who agrees to represent the Entrant in the Contest (the "Entrant Representative").

2. The Entrant Representative will show that he or she is a member of the MIT community by using his/her MIT email to create the Account. Teams selected to win an award must disclose the names and affiliations of all team members, including those without MIT affiliations. In the event that a Team Entry wins an Award, MIT shall distribute the Award by check made payable to the Entrant Representative, who may share out the proceeds among team members as the team members may agree. MIT will have no liability to the other team members in connection with distributing or sharing out the Award.

3. Challenge organizers may submit Entries but are not eligible to win an Award.

DATA USAGE TERMS

1. In the course of preparing an Entry, you may make non-exclusive, non-transferable use of any or all of the data sets MIT makes available for download on the Contest website (the "Data Sets"), solely for the limited purpose of participating in the Contest. Such Data Sets may include but are not limited to the following:

    - Taxi Data (from Creative Mobile Technologies)
    - Public Transit Data (from MBTA)
    - Bicycle Use Data (from Hubway)
    - Twitter Data (from Twitter)
    - Local Weather Data (from Weather Underground)
    - Local Events Data (from Goby)
    - Local Points of Interest Data

2. MIT will make the Data Sets available for download as Zipped files via the Data Challenge website.

3. You may use ONLY the Data Sets provided by MIT when preparing your Entry. Your Entry may not use, introduce, or rely on any extraneous or additional data sets.

4. The Data Sets are for use in the Contest only, and you may not redistribute or reuse the data for purposes unrelated to the Contest.   At the conclusion of the Contest, you will permanently delete all Data Sets provided by MIT.

5. You will not identify individuals or extract personal information from any of the Data Sets, and you will not publically display the Data Sets or distribute the Data Sets to any third parties.

JUDGING CRITERIA and PRIZES

1. Visualization Challenge. —

The Visualization Challenge goal is to visualize the transportation data provided in an informative, beautiful, or surprising way. We are particularly interested in visualizations that contrast or compare taxi/public transportation ridership in Downtown and relate them to nearby events and locales. Visualizations may include maps, animations, interactive websites or static graphics and ideally should reveal new or interesting trends and patterns. We will have a Judging Panel consisting of visualization experts, data scientists, and representatives from the City of Boston.

A total of $5,000 will be awarded (a $4,000 winner and a $1,000 runner-up).

2. Prediction Challenge. —

We have provided an initial training dataset which includes the actual number of taxi pickups on many different days and times throughout the city. In addition, we have provided an initial test set of locations, each specified as a lat, lon center coordinate and a timestamp. For each of these points, your code needs to predict the number of taxi trips initiated within a 250m radius of the center point and a two hour period following the timestamp.

You can submit predictions for this dataset as many times as you wish, and we will provide a leaderboard that updates your score on each submission to track contestant progress against each other. The initial test dataset is for validation purposes only and has no effect on the final evaluation.

In the last week of the competition, we will release a final test dataset on which you will be judged. You may submit as many times as you wish but the final scores will be released only at the end of the competition. The format of this final data set will be the same as the test data set but will cover a different set of locations and times.

A total of $5,000 will be awarded (a $4,000 first place winner and a $1,000 runner-up).

ENTRY REQUIREMENTS

1. General. — To enter the MIT BigData Challenge, please visit http://bigdata.csail.mit.edu/challenge and follow url to the City of Boston Data Challenge website (the "Website") between NOV 12 2013 and JAN 20, 2014 (the "Entry Period"), establish and log into your Account, complete the entry form and follow the instructions to upload your or your team's Entry. Once you complete the entry form and upload your submission to the Website (see Submission Guidelines below for further information), your Entry will be entered into the MIT Big Data Challenge.

2. No Fee. — **THERE IS NO FEE TO ENTER THE MIT BIG DATA CHALLENGE.**

3. <u>Teams.</u> — We encourage people to form teams — combining skills and expertise in design, transportation, programming, etc. There is no limit on the size of a team.

4. <u>User Accounts.</u> — To enter, you or a member of your team must establish a user account. An MIT account is required in order to establish an account. If you use your MIT account to establish an Account for your team, you will be the Entrant Representative for your team. You will use your Account to submit your entries. Each Entrant, whether an individual or team Entrant, is entitled to only one user Account.

5. <u>Disqualification.</u> — Entries that do not conform to the Submissions Guidelines and/or are received by MIT after the Entry Period will be disqualified from the Contest. MIT's clock will be the official timekeeper for the Contest.

6. <u>Void Entries.</u> — MIT is not responsible for lost, late, illegible, incomplete, delayed, or misdirected Entries, and all such Entries are void under these Rules.

7. <u>Intellectual Property.</u> — You or your team members will continue to own your Entry, but by submitting the Entry you grant MIT and the City of Boston permission to use, copy, distribute, publicly display, and make derivative works of your Entry for any purpose, without any compensation to you. The Data Sets are licensed and no other rights, title or ownership is provided to you. MIT and its licensors retain all other rights to the Data Sets, not granted herein.

VISUALIZATION CHALLENGE SUBMISSION GUIDELINES

1. You may submit up to two Viz Challenge entries in total. In the event an Entrant submits more than two Entries, the first two Entries will be considered and the others will be rejected.

2. Entries must be data visualizations. Provided that the underlying visualization is accessible to judges for evaluation, MIT will accept submissions in a range of media formats, such as interactive web apps, graphic images, or video. Note that if you do create an interactive app (*e.g.*, Javascript, Flash), it must function in a normal browser environment, and you must host it on your own site.   MIT retains complete discretion to decide what is and is not a valid visualization qualifying for review.

3. Your Entry must be hosted and maintained on your own site, or on a third-party site. In submitting your Entry please provide us with a URL link to the site.

PREDICTION CHALLENGE SUBMISSION GUIDELINES

1. You may submit up to two Prediction Entries per day while the Prediction Challenge is open. In the event an Entrant submits more than two Entries in one day, the first two Entries will be considered and the others will be rejected.

2. You must provide us with a copy of your underlying source code for the purposes of judging the competition.

MISCELLANEOUS

1. <u>Entrant's Representations and Warranties.</u> — By participating in the Contest, you and your team members warrant and represent that: (a) you and your team members are the sole owners of all

intellectual property rights in the Entry; (b) the use of the Entry as described in these Official Rules does not violate or infringe the legal rights of any third party; (c) the use of the Entry as described in these Official Rules complies with any third-party licenses pertaining to the Entry; (d) the Entry does not contain any virus, spyware, malware, trap door, worm, or any other device, mechanism or code that is injurious or damaging to software or hardware; (e) the Entry and its use as described in these Official Rules will not violate any federal, provincial, state or local laws or ordinances; (f) no employer or educational or other establishment has any rights in the Entry; (g) the Entry is consistent with these Official Rules, including but not limited to the provisions relating to Data; and (i) you and your team members has the right to grant the license to MIT as required in these Official Rules.

2. <u>Indemnity.</u> — By participating in the Contest, you and your team members agree to indemnify, defend, and hold harmless MIT or its members, trustees, directors, officers, faculty, employees, students, fellows, licensors or affiliates (the "MIT Parties") from any and all liability, claims, or actions of any kind arising out of your (i) breach of any representation, warranty or covenant contained in these Official Rules; (ii) participation in the Contest; or (iii) receipt, acceptance and/or use or misuse of any prize in connection with the Contest.

3. <u>Disclaimer of Warranties.</u> — YOU AND ALL YOUR TEAM MEMBERS AGREE THAT MIT MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE CONTEST AND/OR THE PRIZES. THE DATA SETS ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS.

4. <u>Limitation of Liability.</u> — YOU AND ALL YOUR TEAM MEMBERS AGREE THAT IN NO EVENT WILL MIT OR THE MIT PARTIES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES OF ANY KIND, OR FOR LOST PROFITS, REGARDLESS OF WHETHER MIT OR THE MIT PARTIES WERE ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING. YOU AND YOUR TEAM MEMBERS FURTHER AGREE THAT IN NO EVENT WILL THE TOTAL LIABILITY OF MIT OR THE MIT PARTIES RELATING IN ANY MANNER TO THESE OFFICIAL RULES, THE CONTEST OR THE ENTRANT'S PARTICIPATION THEREIN EXCEED $10 USD. IN THE EVENT THAT THE PRECEDING RELEASE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR VOID FOR ANY REASON, YOU AND YOUR TEAM MEMBERS AGREE THAT, BY ENTERING THE CONTEST, (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OR ACTION ARISING OUT OF OR IN CONNECTION WITH THE CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) ANY CLAIMS, JUDGMENTS AND AWARDS ARE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE CONTEST, BUT IN NO EVENT ATTORNEY'S FEES.

5. <u>Final Decision.</u> — All of MIT's decisions in connection with the Contest, including but not limited to decisions regarding eligibility, disqualification, the award of prizes, and the interpretation of these Rules, are final and binding.

6. <u>Governing Law.</u> — These Rules will be governed by the laws of the Commonwealth of Massachusetts and the federal laws of the United States of America, without regard to any applicable conflict of laws principles. You and your team members and MIT shall submit any dispute that arises under this Agreement to the exclusive jurisdiction of the state and federal courts in the Commonwealth of Massachusetts.

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7. <u>Waiver.</u> The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by that party.

8. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

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