

## KAGGLE COMPETITION SERVICES PROJECT ORDER

**PROJECT NUMBER:** [for Kaggle use]

**ORDER SUBMISSION DATE:** \_\_\_\_\_

**ORDER EFFECTIVE DATE:** date of Kaggle signature below

### 1. CLIENT

Legal Entity Name:

Legal Entity Address:

Telephone:

State/Country of Incorporation:

Project Manager Contact Name:

Telephone:

Email:

Technical Contact Name (if different than Project Manager):

Telephone:

Email:

Purchase Order Required:     \_\_\_ Yes \_\_\_ No

Billing Address (if applicable):

Telephone (if applicable):

Email (required):

### 2. COMPETITION

Competition Title and Description: \_\_\_\_\_

Listing Type:             \_\_\_ Featured \_\_\_ Recruiting \_\_\_ Research

Access Type:             \_\_\_ Public \_\_\_ Masters/Invitation Only \_\_\_ Internal

Evaluation Metric:       \_\_\_ Standard: Kaggle's library \_\_\_ Custom: tbd with Client

Submission Format:     \_\_\_ CSV \_\_\_ Code (via Kaggle Kernels)

### 3. COMPETITION RULES

Competition Rules to be agreed upon by Client, in form substantially similar to Exhibit A to this Project Order, including the following:

Competition Data Access Type to Participant:   \_\_\_ Competition Use Only  
    \_\_\_ Academic Research  
    \_\_\_ Open Source (name:\_\_\_\_\_)

Winning License Type to Client: ☐ Non-Exclusive  
☐ Exclusive  
☐ Open Source (name: \_\_\_\_\_)  
☐ Recruiting

Teams Allowed: ☐ Yes ☐ No

#### 4. COMPETITION DURATION

Proposed Duration (# Months or date range): \_\_\_\_\_

#### 5. PRIZE

Total Prize Amount (USD): \$ \_\_\_\_\_

Prize Allocation:      1st Prize:      \$ \_\_\_\_\_  
                                  2nd Prize:      \$ \_\_\_\_\_  
                                  3rd Prize:      \$ \_\_\_\_\_

Payout to Winner: ☐ by Client ☐ by Kaggle

Non-Monetary Prize: ☐ No  
☐ Yes (Describe: \_\_\_\_\_)

#### 6. KAGGLE SERVICES AND FEES

Competition Development and Consulting \$ \_\_\_\_\_

Competition Platform Hosting \$ \_\_\_\_\_

Custom Development (NRE) \$ \_\_\_\_\_

Approved Expenses \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Total Service Fees (USD): \$ \_\_\_\_\_

**Total Order Amount** (Prize Amount & Service Fees): \$ \_\_\_\_\_

#### 7. PAYMENT INVOICES

Invoices for the Total Order Amount (Service Fees and Prize amounts) stated above will be issued upon launch of the Competition, subject to the terms of the attached Competition Services Agreement.

**PROJECT ORDER TERMS**

This Kaggle Competition Services Project Order ("Project Order") is subject to and incorporates by reference the attached Kaggle Competition Services Agreement (the "Agreement"). Unless otherwise defined in this Project Order, all capitalized terms used in this Project Order have the meanings stated in the Agreement.

By signing this Project Order, each party represents and warrants that: (a) it has read and understands the Agreement that is incorporated by reference to this Project Order and agrees to be bound by the terms of the Agreement; and (b) it has full power and authority to accept the Agreement and this Project Order.

This Project Order has been signed by each party's authorized representative and is effective on the Kaggle signature date below ("Effective Date").

**KAGGLE, INC.****CLIENT:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A TO COMPETITION SERVICES PROJECT ORDER

### FORM OF OFFICIAL COMPETITION RULES

COMPETITION TITLE:  
COMPETITION SPONSOR:  
COMPETITION WEBSITE:

#### PRIZES

First Prize:  
Second Prize:  
Third Prize:

Competitions are open to residents of the United States and worldwide, except if you are a resident of Crimea, Cuba, Iran, Syria, North Korea, Sudan, or are subject to U.S. export controls or sanctions, then you may not enter the Competition. Other local rules and regulations may apply to you, so please check your local laws to ensure that you are eligible to participate in skills-based competitions.

ENTRY IN THIS COMPETITION CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL COMPETITION RULES.

The Competition named above is a skills-based competition to promote and further the field of data science. You must register via the Competition Website to enter. Your competition submissions ("Submissions") must conform to the requirements stated on the Competition Website. Your Submissions will be scored based on the evaluation metric described on the Competition Website. Subject to compliance with the Competition Rules, Prizes described on the Competition Website, if any, will be awarded to participants with the best scores, based on the merits of the data science models submitted. See below for the complete Competition Rules.

#### A. SPECIFIC COMPETITION RULES

In addition to the provisions of the General Competition Rules below, you understand and agree to these Specific Competition Rules required by the Competition Sponsor:

[INSERT SPONSOR REQUIRED RULES]

##### 1. WINNER LICENSE. [INSERT ONLY THE RELEVANT LICENSE LANGUAGE FOR THE COMPETITION AND MODIFY AS REQUIRED BY SPONSOR]

Under Section 10 (Winners Obligations) of the General Rules below, you will grant Competition Sponsor the following license(s) with respect to your Submission if you are a Competition winner:

[Non-Exclusive: You will grant to Competition Sponsor and its designees a worldwide, non-exclusive, sub-licensable, transferable, fully paid-up, royalty-free, perpetual, irrevocable right to use, reproduce, distribute, create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import your winning Submission and the source code used to generate the Submission, in any media now known or developed in the future, for any purpose whatsoever, commercial or otherwise, without further approval by or payment to Participant.]

[Open Source: You will license your winning Submission and the source code used to generate the Submission under an Open Source Initiative-approved license (see [www.opensource.org](http://www.opensource.org)) that in no event limits commercial use of such code or model containing or depending on such code.]

[Recruiting: You will grant to Competition Sponsor and its designees a worldwide, non-exclusive, sub-licensable, transferable, fully paid-up, royalty-free, right to use, review, reproduce, and internally distribute the Submission (including any and all submitted source code) in connection with evaluating Participant's suitability for employment.]

[NOTE: IF OVERRIDING GENERAL RULES, MUST SPECIFICALLY REFERENCE THE PROVISION AND REPLACE IT.]

#### B. GENERAL COMPETITION RULES

1. **BINDING AGREEMENT.** To enter the Competition, you must agree to these Official Competition Rules, which incorporate by reference

the provisions and content of the Competition Website and any Specific Competition Rules above (collectively, the "Rules"). Please read these Rules carefully before entry to ensure you understand and agree. You agree that submission of an entry in the Competition constitutes agreement to these Rules. You may not submit an entry to the Competition and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and the Competition Sponsor with respect to the Competition.

## 2. ELIGIBILITY.

A. To be eligible to enter the Competition, you must be:

- (i) a registered account holder at Kaggle.com;
- (ii) the older of 18 years old or the age of majority in your jurisdiction of residence (unless otherwise agreed to by Sponsor and appropriate parental/guardian consents obtained);
- (iii) not a resident of Crimea, Cuba, Iran, Syria, North Korea, or Sudan; and
- (iv) not a person or representative of an entity under U.S. export controls or sanctions (see <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>).

If you are entering as a representative of a company, educational institution or other legal entity, or on behalf of your employer, these rules are binding on you, individually, and the entity you represent or are an employee. If you are acting within the scope of your employment, as an employee, contractor, or agent of another party, you warrant that such party has full knowledge of your actions and has consented thereto, including your potential receipt of a Prize. You further warrant that your actions do not violate your employer's or entity's policies and procedures.

The Competition Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time. If you provide any false information relating to the Competition concerning your identity, residency, mailing address, telephone number, email address, ownership of right, or information required for entering the Competition, you may be immediately disqualified from the Competition.

B. Unless otherwise stated in the Specific Competition Rules above or prohibited by internal policies of the Competition Entities, employees, interns, contractors, officers and directors of Competition Entities may enter and participate in the Competition, but are not eligible to win any Prizes. "Competition Entities" means the Competition Sponsor, Kaggle Inc., and their respective parent companies, subsidiaries and affiliates. If you are such a participant from a Competition Entity, you are subject to all applicable internal policies of your employer with respect to your participation.

3. **SPONSOR AND HOSTING PLATFORM.** The Competition is sponsored by Competition Sponsor named above. The Competition is hosted on behalf of Competition Sponsor by Kaggle Inc. ("Kaggle"). Kaggle is an independent contractor of Competition Sponsor, is not a party to this or any agreement between you and Competition Sponsor. You understand that Kaggle has no responsibility with respect to selecting the potential Competition winner(s) or awarding any Prizes. Kaggle will perform certain administrative functions relating to hosting the Competition, and you agree to abide by the provisions relating to Kaggle under these Rules. As a Kaggle.com account holder and user of the Kaggle competition platform, remember you have accepted and are subject to the Kaggle Terms of Service at < [www.kaggle.com/terms](http://www.kaggle.com/terms) > in addition to these Rules.
4. **COMPETITION PERIOD.** The Competition will run from the Start Date and time to the End Date and time, as stated on the Competition Website. The Competition Period and Submission deadlines are subject to change, and Competition Sponsor may introduce additional hurdle deadlines during the Competition. Any updated or additional deadlines will be publicized on the Competition Website. It is your responsibility to check the Competition Website regularly to stay informed of any deadline changes. *YOU ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN YOUR LOCATION.*
5. **COMPETITION ENTRY. NO PURCHASE NECESSARY TO ENTER OR WIN.** To enter the Competition, you must register on the Competition Website during the Competition Period, and follow the instructions for developing and entering your Submission through the Competition Website. Your Submissions must be made in the manner and format, and in compliance with all other requirements, stated on the Competition Website (the "Requirements"). Submissions must be received before any Submission deadlines stated on the Competition Website.

Submissions may not use or incorporate information from hand labeling or human prediction of the validation dataset or test data records.

If the Competition is a multi-stage competition with temporally separate training data and/or leaderboard data, one or more valid Submissions may be required during each Competition stage in the manner described on the Competition Website in order for the Submissions to be Prize eligible.

Submissions are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. Competition Sponsor reserves the right to disqualify any entrant who makes a Submission that does not meet the Requirements.

## 6. INDIVIDUALS AND TEAMS.

A. Individual Account. You may make Submissions only under one, unique Kaggle.com account. You will be disqualified if you make Submissions through more than one Kaggle account, or attempt to falsify an account to act as your proxy. You may submit up to the maximum number of Submissions per day as specified on the Competition Website.

B. Teams. If permitted under the Competition Website guidelines, multiple individuals may collaborate as a team (a "Team"); however, you may join or form only one Team. Each Team member must be a single individual with a separate Kaggle account. You must register

individually for the Competition before joining a Team. You must confirm your Team membership to make it official by responding to the Team notification message sent to your Kaggle account. Team membership may not exceed the Maximum Team Size stated on the Competition Website.

C. Team Merger. Teams may request to merge via the Competition Website. Team mergers may be allowed provided that: (i) the combined Team does not exceed the Maximum Team Size; (ii) the number of Submissions made by the merging Teams does not exceed the number of Submissions permissible for one Team at the date of the merger request; (iii) the merger is completed before the earlier of: any merger deadline or the Competition deadline; and (iv) the proposed combined Team otherwise meets all the requirements of these Rules.

**7. COMPETITION DATA.** "Competition Data" means the data or datasets available from the Competition Website for the purpose of use in the Competition, including any prototype or executable code provided on the Competition Website.

A. Data Access and Use. Unless otherwise restricted under the Competition Specific Rules above, after your acceptance of these Rules, you may access and use the Competition Data for the purposes of the Competition, participation on Kaggle Website forums, academic research and education, and other non-commercial purposes.

B. Data Security. You agree to use reasonable and suitable measures to prevent persons who have not formally agreed to these Rules from gaining access to the Competition Data. You agree not to transmit, duplicate, publish, redistribute or otherwise provide or make available the Data to any party not participating in the Competition. You agree to notify Kaggle immediately upon learning of any possible unauthorized transmission or unauthorized access of the Data and agree to work with Kaggle to rectify any unauthorized transmission. You agree that participation in the Competition will not be construed as having or being granted a license (expressly, by implication, estoppel, or otherwise) under, or any right of ownership in, any of the Data.

C. External Data. Unless otherwise expressly stated on the Competition Website, you may not use data other than the Competition Data to develop and test your models and Submissions. Competition Sponsor reserves the right to disqualify any Participant who Competition Sponsor discovers has undertaken or attempted to undertake the use of data other than the Competition Data, or who uses the Competition Data other than as permitted by the Competition Website and these Rules.

**8. SUBMISSION CODE REQUIREMENTS.**

A. Private Code Sharing. Unless otherwise specifically permitted under the Competition Website or Competition Specific Rules above, during the Competition, you are not allowed to privately share source or executable code developed in connection with or based upon the Competition Data. This prohibition includes code sharing between separate Teams, unless a Team merger occurs. Any such code sharing is a breach of these Competition Rules and may result in disqualification.

B. Public Code Sharing. You are permitted to publicly share source or executable code developed in connection with or based upon the Competition Data, or otherwise relevant to the Competition, provided that such public sharing does not violate the intellectual property rights of any third party. Further, you are required to share via the Kaggle platform on the discussion forum or kernels associated specifically with the Competition for the benefit of all competitors. By so sharing, you are deemed to have licensed the shared code under any of the eligible Open Source licenses listed below.

C. Use of Open Source. Unless otherwise stated in the Specific Competition Rules above, if Open Source code is used in the model to general the Submission, then you must only use Open Source code licensed under an Open Source Initiative-approved license (see [www.opensource.org](http://www.opensource.org)) that in no event limits commercial use of such code or model containing or depending on such code.

**9. DETERMINING WINNERS.** Each Submission will be scored and ranked by the evaluation metric stated on the Competition Website. During the Competition, the current ranking will be visible on the Competition Website's leaderboard. The potential winner(s) are determined solely by the leaderboard ranking on the private leaderboard as stated on the Competition Website, subject to compliance with these Rules.

In the event of a tie, the Submission that was entered first to the Competition will be the winner. In the event a potential winner is disqualified for any reason, the Submission that received the next highest score rank will be chosen as the potential winner.

Kaggle will notify the potential winner(s) by email. If a potential winner does not respond to the notification attempt within five (5) days from the first notification attempt, then such potential winner will be disqualified and an alternate potential winner will be selected from among all eligible entries received based on the Competition's judging criteria.

The winner's list will be publicly displayed at Kaggle.com. Determinations of Competition Sponsor are final and binding.

**10. WINNERS OBLIGATIONS.** As a condition to being awarded a Prize, a Prize winner must fulfill the following obligations:

(a) deliver to the Competition Sponsor the final model's software code as used to generate the winning Submission and associated documentation. The delivered software code must be capable of generating the winning Submission and contain a description of resources required to build and/or run the executable code successfully;

(b) grant to Competition Sponsor the license to the winning Submission as stated in the Competition Specific Rules above, and represent that you have the unrestricted right to grant that license;

(c) sign and return all Prize acceptance documents as may be required by Competition Sponsor or Kaggle, including without limitation: (i)

eligibility certifications; (ii) licenses, releases and other agreements required under the Rules; and (iii) U.S. tax forms (such as IRS Form W-9 if U.S. resident, IRS Form W-8BEN if foreign resident, or future equivalents).

- 11. PRIZES.** Prize(s) are as described on the Competition Website. Odds of winning any prize depends on the number of eligible Submissions received during the Competition Period and the skill of the entrants.

All Prizes are subject to Competition Sponsor's review and verification of the entrant's eligibility and compliance with these Rules, and the compliance of the winning Submissions with the Submissions Requirements. In the event that the Submission demonstrates non-compliance with these Competition Rules, Competition Sponsor may at its discretion take either of the following actions: (i) disqualify the Submission(s); or (ii) require the potential winner to remediate within one week after notice all issues identified in the Submission(s) (including, without limitation, the resolution of license conflicts, the fulfillment of all obligations required by software licenses, and the removal of any software that violates the software restrictions).

A potential winner may decline to be nominated as a Competition winner by notifying Kaggle directly within 1 week after the end of the Competition Period, in which case the potential winner forgoes any prize or other features associated with winning the Competition. Kaggle reserves the right to disqualify a Participant who so declines its winner status.

Potential winners must return all required documents within 15 days following notification, or such potential winner will be deemed to have forfeited the prize and another potential winner will be selected. Prize(s) will be awarded within approximately 30 days after receipt by Competition Sponsor of the required Prize acceptance documents. Transfer or assignment of a Prize is not allowed.

You are not eligible to receive any prize if you do not meet the Eligibility requirements in Section 2 above.

If a Team wins a monetary prize, the prize money will be allocated in even shares between the eligible Team members, unless the Team unanimously opts for a different prize split and notifies Kaggle before prizes are issued.

- 12. TAXES.** ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. Payments to potential winners are subject to the express requirement that they submit all documentation requested by Competition Sponsor or Kaggle for compliance with applicable state, federal, local and foreign (including provincial) tax reporting and withholding requirements. Prizes will be net of any taxes that Competition Sponsor is required by law to withhold. If a potential winner fails to provide any required documentation or comply with applicable laws, the Prize may be forfeited and Competition Sponsor may select an alternative potential winner. Any winners who are U.S. residents will receive an IRS 1099 form in the amount of their Prize.
- 13. GENERAL CONDITIONS.** All federal, state, provincial and local laws and regulations apply. Competition Sponsor reserves the right to disqualify any entrant from the Competition if the Competition Sponsor reasonably believes that the entrant has attempted to undermine the legitimate operation of the Competition by cheating, deception, or other unfair playing practices or abuses, threatens or harasses any other entrants, Competition Sponsor or Kaggle.
- 14. PUBLICITY.** By accepting a Prize, you agree that Competition Sponsor, Kaggle and its agencies may use of your name and likeness, for advertising and promotional purposes without additional compensation, unless prohibited by law.
- 15. PRIVACY.** You acknowledge and agree that Competition Sponsor and Kaggle may collect, store, share and otherwise use personally identifiable information provided during the registration process and the Competition, including but not limited to, name, mailing address, phone number, and email address. Kaggle will use this information in accordance with its Privacy Policy <[www.kaggle.com/privacy](http://www.kaggle.com/privacy)>, including for administering the Competition. Your information may also be transferred to countries outside the country of your residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of the country of your residence. As a Kaggle.com account holder, you have the right to request access, review, rectification or deletion of any personal data held by Kaggle by logging into your account.
- 16. WARRANTY, INDEMNITY AND RELEASE.** You warrant that your Submission is your own original work and, as such, you are the sole and exclusive owner and rights holder of the Submission, and you have the right to make the Submission and grant all required licenses. You agree not to make any Submission that: (i) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (ii) otherwise violates any applicable state or federal law.

To the maximum extent permitted by law, you indemnify and agree to keep indemnified Competition Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless the Competition Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (a) your Submission or other material uploaded or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or entity, or defames any person or violates their rights of publicity or privacy; (b) any misrepresentation made by you in connection with the Competition; (c) any non-compliance by you with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to your involvement with the Competition; and (e) your acceptance, possession, misuse or use of any Prize, or your participation in the Competition and any Competition-related activity.

You hereby release Competition Sponsor and Kaggle from any liability associated with: (a) any malfunction or other problem with the Competition Website; (b) any error in the collection, processing, or retention of any Submission; or (c) any typographical or other error in the printing, offering or announcement of any Prize or winners.

17. **INTERNET.** Competition Entities are not responsible for any malfunction of the Competition Website or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Submissions or entry materials due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Competition Website, or any combination thereof, which may limit an entrant's ability to participate.
18. **RIGHT TO CANCEL, MODIFY OR DISQUALIFY.** If for any reason the Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, Competition Sponsor reserves the right to cancel, terminate, modify or suspend the Competition. Competition Sponsor further reserves the right to disqualify any entrant who tampers with the submission process or any other part of the Competition or Competition Website. Any attempt by an entrant to deliberately damage any web site, including the Competition Website, or undermine the legitimate operation of the Competition is a violation of criminal and civil laws and should such an attempt be made, Competition Sponsor and Kaggle each reserves the right to seek damages from any such entrant to the fullest extent of the applicable law.
19. **NOT AN OFFER OR CONTRACT OF EMPLOYMENT.** Unless otherwise specifically provided under the Competition Website, under no circumstances will the entry of a Submission, the awarding of a Prize, or anything in these Rules be construed as an offer or contract of employment with Competition Sponsor or any of the Competition Entities. You acknowledge that you have submitted your Submission voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Competition Sponsor or any of the Competition Entities, and that no such relationship is established by your entry of your Submission.
20. **GOVERNING LAW.** Unless otherwise provided in the Competition Specific Rules above, all claims arising out of or relating to these Rules will be governed by California law, excluding its conflict of laws rules, and will be litigated exclusively in the Federal or State courts of Santa Clara County, California, USA. The parties consent to personal jurisdiction in those courts. If any provision of these Rules is held to be invalid or unenforceable, all remaining provisions of the Rules will remain in full force and effect.

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## KAGGLE COMPETITION SERVICES AGREEMENT

Kaggle and Client (as named in the attached Project Order) agree to the provisions of this Kaggle Competition Services Agreement (the "Agreement").

### 1. Definitions

- 1.1 "Competition" means Client's data modeling, skills-based competition to be hosted on the Kaggle Platform as described in the Project Order.
- 1.2 "Competition Data" means the datasets for use by Participants in the Competition, as provided by, or provided on behalf of, Client.
- 1.3 "Competition Materials" means the information and materials provided by Client to Kaggle for the Competition, including Competition Data, Competition Rules and other materials.
- 1.4 "Competition Rules" means the official rules of the Competition, including Participant eligibility, Submission and Prize conditions, intellectual property license obligations, and other terms and conditions to be accepted by a Participant before being allowed to access the Competition Data.
- 1.5 "Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, or moral rights laws, and other similar rights.
- 1.6 "Kaggle Platform" means Kaggle's proprietary electronic platform for hosting a Competition, with functionality as described at < [www.kaggle.com/competition-services](http://www.kaggle.com/competition-services) >.
- 1.7 "Kaggle Website" means [www.kaggle.com](http://www.kaggle.com)
- 1.8 "Participant" means any person, team or entity that enters into the Competition after accepting the Competition Rules.
- 1.9 "Project Order" means the attached order form duly executed by Kaggle and Client stating the details of the Competition, Services, Kaggle Platform features, payment obligations and other Competition-specific requirements, all of which is incorporated into this Agreement.
- 1.10 "Prize" means any prize or incentive offered to be awarded to the winning Participant(s) of the Competition, whether in monetary or non-monetary form.
- 1.11 "Services" means the services for the development, consulting, hosting and administration of the Competition on the Kaggle Platform.
- 1.12 "Submission" means any information or material submitted by a Participant in the course of the Competition.

### 2. Kaggle Services

- 2.1 Services. In accordance with the Project Order, Kaggle will provide Client the Services for the Competition. Unless stated in the Project Order or otherwise agreed in writing, Kaggle does not provide, develop or program custom evaluation metrics or other alterations to the Kaggle Platform functionality. Kaggle may use one or more subcontractors to perform the Services, provided that Kaggle remains fully responsible for all of its obligations under this Agreement, as well as for the subcontractor's compliance with this Agreement.
- 2.2 Competition Duration. The Competition duration is stated in the Project Order, but subject to change based on Kaggle's review of the Competition Materials. Client and Kaggle will mutually agree on a launch date and duration before the Competition launch.
- 2.3 Community Participants. Client understands that all Participants must have valid Kaggle Website accounts.

If a Participant is a team or represents an entity, each individual team member or the authorized entity representative, as applicable, must have a valid Kaggle account. Participants' use of the Kaggle Website is subject to the then current Kaggle Website Terms of Use < <https://www.kaggle.com/terms> >. Participants and other Kaggle account holders are independent third parties, and Kaggle is not responsible or liable for any actions or conduct of any Participant or other Kaggle account holders.

- 2.4 Competition Participants. Kaggle is only responsible for ensuring that Participants accessing the Competition Data have accepted the Competition Rules as posted on the Kaggle Platform. Kaggle is not a party to the Competition Rules and has no responsibility with respect to any obligations between a Participant and Client.
- 2.5 Submission Ranking. During and at the end of the Competition, the Kaggle Platform will indicate the leaderboard ranking of Submissions based on the Client's chosen objective evaluation metric.
- 2.6 Post Competition. Unless otherwise agreed by the parties, at Kaggle's discretion, Competitions may remain visible after the Competition duration, and Participants may continue to participate (without additional Prizes, if Prizes were originally awarded). The Competition leaderboard will not change after the final Submission deadline of the Competition; however, Submission scores will be available to Participants who make a Submission after the final deadline.
- 2.7 Participant Limitations. Client understands and agrees that Kaggle does not guarantee: (i) the quality or the qualifications of any Participant; (ii) the quality of any Submission; (iii) any minimum number of Submissions to the Competition; (iv) the compliance of any Participant with the Competition Rules; (v) the ability of any Participant to license or assign its Submission to Client; (vi) the acceptance by a Participant of any Prize; or (vii) the utility or suitability of any winning Submission for Client's needs.
- 2.8 Data Processing. Client understands and consents to the processing and storage of Competition Data by Kaggle solely for the purposes of providing Services. All facilities used to store and process Competition Data will adhere to reasonable security standards no less protective than the security standards at facilities where Kaggle processes and stores its own information of a similar type.
- 2.9 DMCA Policy. Kaggle provides information to help copyright holders manage their intellectual property online. Kaggle responds to notices of alleged copyright infringement according to the process stated in the U.S. Digital Millennium Copyright Act. If Kaggle is notified of an alleged copyright violation arising from any Competition Materials, Kaggle will promptly notify Client, and may either: (i) suspend the Competition if an immediate resolution does not substantially impact the Competition; or (ii) terminate this Agreement immediately if the resolution substantially impacts the Competition.

### **3. Client Obligations**

- 3.1 Competition Materials. Client will provide to Kaggle, in a prompt and timely manner, all Competition Materials, access to and cooperation by Client's technical contact(s), and all other information, data and materials required by Kaggle to perform the Services. Client's failure or delay in providing these resources will impact the delivery schedule and quality of Services. Client will only provide Competition Materials that it owns, or is properly licensed to be used for the Competition. Before providing any Competition Materials to Kaggle, Client will obtain and maintain any required consents or licenses necessary to permit the hosting and processing of Competition Data under this Agreement.
- 3.2 Competition Rules. Client will provide Kaggle a set of Competition Rules substantially in the form of Exhibit A of the Project Order. Client is solely responsible for abiding by and enforcing its rights under the Competition Rules.
- 3.3 Competition Winners and Prizes. Client is solely responsible for the selection of the Competition winner(s) based on the chosen objective evaluation metric, and the funding and fulfillment of Prizes in accordance with the Competition Rules. Client agrees to fulfill or pay out any Prize within 30 days after the last day a Participant may enter a Submission. Unless otherwise stated in the Project Order, Client will directly deliver all Prizes to the Competition winner(s) in accordance with the Competition Rules and all applicable law and

regulations. If Client requires Kaggle to facilitate the payout of any monetary Prizes per the Project Order, then Client will abide by the provisions in Section 4.6 (Prize Payment).

- 3.4 Competition Compliance. Client will ensure that the Competition is a skills-based exercise and not a game of chance, and that its use of the Services and the Kaggle Platform is in compliance with all applicable laws and regulations. Client is responsible for all applicable legal compliance and regulatory filing, including registration and bonding, relating to the Competition. The Competition is void where prohibited, and Participant eligibility requirements will be stated in the Competition Rules. Client is solely responsible to review and approve the Competition Materials hosted on the Kaggle Platform before the launch of the Competition.
- 3.5 Participant Recruitment. Client agrees to (i) promptly notify Kaggle if Client directly or indirectly hires or otherwise engages a Participant to provide goods or services related to the subject matter of the Competition, and (ii) pay to Kaggle the finder's fee as stated in Section 4.5 (Finder's Fee). If the Project Order is for a "Recruiting" Competition listing type, then Kaggle will refer to Client the Participants, including contact information and resumes (if available), who reasonably meet the qualifications set forth by Client.
- 3.6 Further Acknowledgments. Client further acknowledges and agrees that: (i) Client may access and use the Kaggle Platform only for the Competition under the license granted in Section 5.4 (Use of Kaggle Platform); (ii) if Client's employees and agents are permitted to participate in the Competition, they are not eligible to win Prizes; and (iii) if provided or accessed, Client may use a Participant's personally identifiable information only in accordance with terms no less strict than Kaggle's then current privacy policy posted on the Kaggle Website.

#### **4. Payment**

- 4.1 Fees and Invoices. Client will pay Kaggle all fees and expenses stated in the Project Order, and any monetary Prize amount in Section 4.6 (Prize Payment), as applicable. Kaggle or its billing agent (which may be a Kaggle Affiliate) will invoice Client for all fees and expenses due and payable in accordance to the schedule stated in the Project Order. If Client requires a purchase order number on its invoice, Client will so indicate on the Project Order and promptly issue a purchase order to Kaggle. Kaggle will not be obligated to provide any Services until Kaggle has received the purchase order. Any terms and conditions on a purchase order will not apply to this Agreement and are null and void.
- 4.2 Payment. All fees and expenses are due 30 days after the invoice date. Client's obligation to pay all accrued fees and approved expenses is non-cancellable. All payments due are in the currency stated in the invoice. Payments made by wire transfer must include the bank information provided by Kaggle or its billing agent.
- 4.3 Taxes. Client is responsible for paying any Taxes, and Client will pay the Fees to Kaggle without any deduction. If Kaggle is obligated to collect or remit Taxes imposed on Client, the appropriate amount will be invoiced to and paid by Client, unless Client provides Kaggle with a timely and valid tax exemption certificate (or other documentation as required for the exemption) authorized by the appropriate taxing authority. Client acknowledges that in some jurisdictions, sales tax is due on the total purchase price at the time of sale and must be invoiced and collected by Kaggle at the time of the sale. For the purposes of this Agreement, "Taxes" means any duties, customs fees, or taxes (other than Kaggle's income tax) including indirect taxes such as "goods and services tax" and "value-added tax" associated with the purchase of the Services, including any related penalties or interest.
- 4.4 Invoice Dispute and Delinquent Payments. Any invoice disputes must be submitted before the payment due date. Delinquent payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Client will be responsible for all reasonable expenses (including attorneys' fees) incurred by Kaggle in collecting such delinquent amounts except where such delinquent amounts are due to Kaggle's billing inaccuracies. If Client is delinquent on payments for any Service, Kaggle may suspend the Service until payment is made, or terminate this Agreement for breach under Section 7.2.

- 4.5 Finder's Fee. If Client hires or otherwise engages for work any Participant during or within 12 months after the Competition, Kaggle will earn, and Client will pay, a finder's fee equal to: (i) \$20,000 per hiring of such Participant, or (ii) 30% of fees paid per contract engagement between such Participant and Client; unless a different finder's fee schedule is stated in the Project Order. Client acknowledges and agrees that the finder's fee will be deemed earned, regardless of the employment or engagement position, or nature or duration of the employment or engagement.
- 4.6 Prize Payment. If the Project Order requires Kaggle to facilitate the payout of any monetary Prizes to winners, Client will be invoiced for the monetary Prize amount separately by Kaggle or its payment agent. Client will pay such invoices upon receipt. The start of the Competition may be delayed by Kaggle if Client's payment any monetary Prize amounts into the appropriate payment account is delayed.

## 5. Intellectual Property Rights

- 5.1 Intellectual Property Rights. Except as expressly stated in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other party's Intellectual Property Rights.
- 5.2 Ownership. Subject to any third-party ownership rights: (i) Client owns all Intellectual Property Rights in the Competition Materials; (ii) Kaggle owns all Intellectual Property Rights in the Kaggle Platform and Kaggle Website; and (iii) until otherwise transferred to Client, a Participant owns all Intellectual Property Rights in such Participant's Submissions. The transfer of Intellectual Property Rights between a Participant and Client under the Competition Rules is solely between Participant and Client, and Kaggle does not transfer or purport to transfer any Intellectual Property Rights between a Participant and Client under this Agreement.
- 5.3 Use of Competition Materials. Subject to the terms and conditions of this Agreement, Client hereby grants to Kaggle a limited, worldwide, non-exclusive, sublicenseable (only to permitted subcontractors), royalty-free license to use, copy, distribute, modify, display and perform any Competition Materials required to provide the Services.
- 5.4 Use of Kaggle Platform. Subject to the terms and conditions of this Agreement, Kaggle hereby grants to Client a limited, worldwide, non-exclusive, non-transferable, royalty-free right during the term of this Agreement to access and use the Kaggle Platform only to review and monitor the Competition for its internal business purpose. No other access or use is allowed. Client is solely responsible for the security of its account password or access credentials to the Kaggle Platform. Client will immediately report to Kaggle any breach of such security or any unauthorized access to or use of the Kaggle Platform through its account. If Client provides Kaggle feedback about the Kaggle Platform or Kaggle Website, then Kaggle may use that information without obligation to Client, and Client hereby irrevocably assigns to Kaggle all right, title, and interest in that feedback.
- 5.5 U.S. Federal Agency Users. The Kaggle Platform, Kaggle Website and all other Kaggle owned information and materials were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

## 6. Confidential Information

- 6.1 Definition. For the purposes of this Agreement, "Confidential Information" means information that one party or its Affiliate discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that: (i) is independently developed by the recipient; (ii) is rightfully given to the recipient by a third party without confidentiality obligations; or (iii) is or becomes public through no fault of the recipient. Subject to the preceding sentence, Competition Data is considered Client's Confidential Information.
- 6.2 Obligations. Subject to Section 6.3 (Disclosure of Confidential Information), the recipient will not disclose the discloser's Confidential Information, except to employees, affiliates, agents, subcontractors or

professional advisors ("Delegates") who need to know it for the performance of the Services, and who have a legal obligation to keep it confidential. The recipient will use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to keep it confidential. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

- 6.3 **Disclosure of Confidential Information.** Notwithstanding any provision to the contrary in this Agreement, the recipient may disclose the discloser's Confidential Information: (i) with the discloser's written consent; or (ii) in accordance with a disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority or legal procedure (a "Legal Process"). Before the recipient discloses the discloser's Confidential Information in accordance with a Legal Process, the recipient will use reasonable efforts to promptly notify the discloser. The recipient does not need to provide notice before disclosure if the recipient is legally prohibited from doing so. The recipient will comply with the discloser's reasonable requests opposing disclosure of its Confidential Information.
- 6.4 **Independent Development.** Either party or its Affiliates may independently develop or purchase products or services related to or similar to the subject matter of Confidential Information disclosed under this Agreement. Accordingly, the recipient may use Residuals for any purpose, provided that such right to use Residuals does not represent a license to any Intellectual Property Rights of the discloser. "Residuals" means information that is retained in the unaided memories (i.e. not intentionally memorized for reuse or disclosure) of recipient's personnel who had access to the discloser's Confidential Information.

## **7. Term and Termination**

- 7.1 **Term.** The term of this Agreement commences on the Effective Date of the Project Order and continue for the longer of a period of 12 months or the duration of the Competition plus 3 months, unless (i) terminated earlier, or (ii) extended by written amendment.
- 7.2 **Termination for Cause.** In addition to other termination rights stated in this Agreement, either party may terminate this Agreement for cause if: (i) the other party is in material breach of the Agreement and, if the breach is curable, fails to cure that breach within 30 days after receipt of written notice; and (ii) the other party ceases its business operations or becomes subject to insolvency proceedings, and the proceedings are not dismissed within 90 days.
- 7.3 **Termination for Convenience.** Before the launch of the Competition, either party may terminate this Agreement for convenience by giving the other party 10 days prior written notice. If this Agreement is terminated by Client for convenience, Client will pay 50% of the total fees due to Kaggle as if the Agreement was not terminated.
- 7.4 **Effect of Termination.** If the Agreement expires or is terminated, then: (i) the rights granted by one party to the other will immediately cease; and (ii) all fees and expenses owed by Client to Kaggle are immediately due upon receipt of the final invoice.
- 7.5 **Survival.** The following provisions will survive any termination or expiration of this Agreement: Sections 5, 6, 7.4, 7.5, 8, 9, 10 and 11.

## **8. Representations and Warranties**

- 8.1 **Mutual Warranties.** Each party represents and warrants that: (i) it has full power and authority to enter into the Agreement; (ii) it does not require the approval or authorization from any third party in connection with its performance or obligations under this Agreement; and (iii) it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable.
- 8.2 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR USE AND NONINFRINGEMENT. KAGGLE DOES NOT WARRANT THAT THE OPERATION OF THE KAGGLE PLATFORM OR THE SERVICES WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED, AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO QUALITY OR USEABILITY OF ANY COMPETITION SUBMISSIONS.

## 9. Defense and Indemnity

- 9.1 Definitions. For the purposes of this Agreement: (a) "Indemnified Liabilities" means any (i) settlement amounts approved by the indemnifying party, and (ii) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction; and (b) "Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).
- 9.2 Kaggle's Indemnification Obligations. Subject to Section 9.5 (Conditions) below, Kaggle will defend Client and indemnify it against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that Client's authorized use of Kaggle technology used to provide the Services, or any Kaggle brand feature, in each case, infringes the third party's Intellectual Property Rights.
- 9.3 Client Indemnification Obligations. Subject to Section 9.5 (Conditions) below, Client will defend Kaggle and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal proceeding to the extent arising from: (i) an allegation that Kaggle's use in accordance with this Agreement of the Competition Materials or any Client brand feature, in each case, infringes the third party's Intellectual Property Rights; (ii) Client's unauthorized use of the Kaggle Platform; and (iii) any Client obligations or decisions with respect to the Competition or Participants, including Client's choice of the Competition winner(s), award of Prizes if any, use of any Participant's personally identifiable information, compliance with laws and regulations applicable to the Competition, hiring or engagement of Participants (whether in connection with or unrelated to the Competition), compliance with or enforcement of the Competition Rules, and use of Competition Submissions.
- 9.4 Exclusions. This Section 9 will not apply to the extent the underlying allegation arises from: (i) the indemnified party's breach of this Agreement; (ii) modifications to the indemnifying party's technology or Brand Features by anyone other than the indemnifying party; or (iii) combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party.
- 9.5 Conditions. Sections 9.1 and 9.2 will apply only to the extent:
- (a) The indemnified party has promptly notified the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperates reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.5(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 9.1 or 9.2 (as applicable) will be reduced in proportion to the prejudice.
  - (b) The indemnified party tenders sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.
- 9.6 Remedies. If Kaggle reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Kaggle may, at its sole option and expense: (i) procure the right for Client to continue using the Services; (ii) modify the Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing, functionally equivalent alternative. If Kaggle does not believe the above remedies are commercially reasonable, then Kaggle may suspend or terminate Client's use of the impacted Services, and the parties will discuss practical remedies in good faith.

## 10. Limitation of Liability

- 10.1 LIMITATIONS. (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO SECTION 10.2, NEITHER PARTY HAS ANY LIABILITY (UNDER CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR: (I) THE OTHER PARTY'S LOST REVENUES; (II) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR (III) EXEMPLARY OR PUNITIVE DAMAGES. (B) EACH PARTY'S TOTAL AGGREGATE LIABILITY (UNDER CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES CLIENT PAID OR PAYABLE UNDER THE PROJECT ORDER TO THIS AGREEMENT.
- 10.2 EXCEPTIONS TO LIMITATIONS. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR: (I) DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; (III) DEFENSE AND INDEMNITY OBLIGATIONS UNDER SECTION 9; (IV) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (V) CLIENT'S PAYMENT OBLIGATIONS OF SUMS PROPERLY DUE; OR (VI) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 11. Other Provisions

- 11.1 Publicity. In connection with Client's use of the Services, each party may state publicly that the Competition is sponsored by Client and hosted on the Kaggle Platform, and use the other party's name, logo and other brand features in any online or offline promotional materials. Kaggle may use Client's name and logo on the Kaggle Website as a reference client. Any use of a party's brand features is subject to that party's branding guidelines as provided, and will inure to the benefit of the party holding Intellectual Property Rights to those brand features. The parties will mutually agree upon any press releases. Neither party needs further approval if it is repeating a public statement that is substantially similar to a previously approved public statement. A party may revoke the other party's right to use its brand features under this Section 11.1 with written notice to the other party and a reasonable period to stop the use. All terms and provisions of this Agreement are considered confidential and may not be disclosed publicly.
- 11.2 Notices. Each party may provide any notice to the other under this Agreement by: (i) sending an email to the Notification Email Address stated in the Project Order; or (ii) by mailing a written notice, return receipt requested, to the office address stated in the Project Order.
- 11.3 Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where: (i) the assignee has agreed in writing to be bound by the terms of this Agreement; (ii) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (iii) the assigning party has notified the other party of the assignment. Any other attempt to assign is void. For the purposes of this Agreement, "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
- 11.4 Change in Control. If a party experiences a change of control (i.e. controlling greater than fifty percent of the voting rights or equity interests of a party): (i) that party will give written notice to the other party within 30 days after the change of control; and (ii) the other party may immediately terminate this Agreement any time between the change of control and 30 days after it receives that written notice.
- 11.5 Force Majeure. Except for payment obligations, neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
- 11.6 No Agency or Third-Party Beneficiaries. This Agreement does not create any agency, partnership or joint venture between the parties. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

- 11.7 Waiver and Severability. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect. Nothing in this Agreement will limit either party's ability to seek equitable relief.
- 11.8 Governing Law. All claims arising out of or relating to this agreement or the services will be governed by California law, excluding its conflict of laws rules, and will be litigated exclusively in the Federal or State courts of Santa Clara County, California, USA. The parties consent to personal jurisdiction in those courts.
- 11.9 Entire Agreement. This Agreement, including the Project Order, sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. If there is a conflict among the documents that make up this Agreement, the documents will control in the following order: the Project Order, the Agreement, and any referenced websites. Any amendment to this Agreement or Project Order must be in writing, signed by both parties, and expressly state that it is amending this Agreement or Project Order.
- 11.10 Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

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