



## SHELL OCEAN DISCOVERY XPRIZE COMPETITOR AGREEMENT

### 1. PARTIES

#### 1.1 XPRIZE Foundation, Inc., a Delaware corporation and 501(c)(3) non-profit foundation ("XPRIZE")

XPRIZE Address: 800 Corporate Pointe, Suite 350, Culver City, California USA 90230

XPRIZE Telephone: 310.741.4880

XPRIZE Email: legal@xprize.org

XPRIZE Website: [www.xprize.org](http://www.xprize.org)

XPRIZE Signatory  
Signature and Date:

XPRIZE Signatory  
Name: Jyotika Virmani

XPRIZE Title: Prize Lead

#### 1.2 [TEAM NAME], a(n) [JURISDICTION] [TYPE OF ENTITY] ("Team")

Team Address:

*(Please include City, State, Zip Code, and Country)*

Team Telephone:

Team Email:

Team Website:

Team Signatory  
Signature and Date:

Team Signatory Name:

Team Signatory Title:

#### 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 SHELL OCEAN DISCOVERY XPRIZE ("Competition") AND WILL SUPERSEDE ANY OTHER AGREEMENT BETWEEN THE PARTIES RELATED TO THE COMPETITION.

#### 2.2 Binding Agreement: THE PARTIES, BY VOLUNTARILY ENTERING INTO THIS AGREEMENT, HEREBY AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF TEAM, OR ANY TEAM MEMBER ("Team Member" or "Member"), DOES NOT AGREE TO BE BOUND BY AND COMPLY WITH THIS

		<p>AGREEMENT, THEN TEAM AND/OR TEAM MEMBER(S) SHOULD NOT ENTER THE COMPETITION OR JOIN THE TEAM. BY SIGNING THIS AGREEMENT, TEAM REPRESENTS AND WARRANTS THAT IT AND ITS PRESENT AND FUTURE TEAM MEMBERS UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.</p>
<b>2.3</b>	<b>Purpose:</b>	<p>The primary purpose of the Competition is to incentivize platforms for ocean exploration and discovery that can demonstrate the combination of capabilities critical to expanding discovery of the world's oceans: improved autonomy, faster speeds, and the ability to explore at significant depths.</p>
<b>2.4</b>	<b>Limitation on the Team's rights:</b>	<p>This Agreement contains important limitations on the Team's rights that are necessary in light of XPRIZE's mission and dedication to the development of technology for the good of society. In light of these limitations, Team is encouraged to consult with legal counsel and ask any questions regarding its decision to enter into this Agreement and agree to these limitations. By entering into this Agreement, Team represents and warrants that it has had such opportunity to consult with counsel and ask questions regarding this Agreement.</p>
<b>3.</b>	<b><u>ELIGIBILITY AND REGISTRATION</u></b>	
<b>3.1</b>	<b>Eligible Entity:</b>	<p>In order to compete in the Competition and/or receive: (i) any portion of any prize purse; (ii) any other monetary payment; or (iii) any nonmonetary consideration (collectively, "Award") under this Agreement, Team must be either a single individual or organized under a single legal entity. Team must be an "Eligible Entity," defined for the purposes of this Agreement as an entity that is:</p>
	3.1.1	<p>A single individual (provided that such individual is the only member of the Team);</p>
	3.1.2	<p>A valid existing legal entity (e.g., corporation, LLC, Sole proprietorship, nonprofit etc.) that is duly organized and in good standing in the jurisdiction of its organization;</p>
	3.1.3	<p>Organized in a jurisdiction where participation in the Competition is not prohibited;</p>
	3.1.4	<p>Organized and operated in such a way that payments in U.S. Dollars may be legally deposited from the United States into a Team bank account. XPRIZE encourages participation by individuals and teams from around the world without regard to race, nationality, politics or ideology. However, United States law prohibits the exchange of services with, or payment of money to, individuals and entities in certain countries. To be eligible, a team must not include any individual or entity organized or with primary residence in Cuba, Iran, North Korea, Sudan, Syria, or where otherwise prohibited by law (See <a href="http://www.pmddtc.state.gov/embargoed_countries/">http://www.pmddtc.state.gov/embargoed_countries/</a>);</p>

3.1.5	Active in the Competition, meaning that it must not have withdrawn, been terminated, or been disqualified from the Competition; and
3.1.6	In full compliance with the terms and conditions of this Agreement.
3.1.7	If at any time during the Competition, a Team's legal status or make-up changes, Team must provide written notice to XPRIZE within ten (10) business days of change. Failure to notify XPRIZE of changes to a Team's legal status or make-up may result in loss of eligibility.
3.1.8	If Team is not an Eligible Entity at any time, XPRIZE will have the right to reject Team's "Registration" (as defined in Section 4.2 below) or disqualify Team under Section 3.5 if it is already registered, and Team will have no right or opportunity to cure.

**INITIAL HERE TO ACCEPT AND ACKNOWLEDGE SECTION 3.1 ABOVE**

**TEAM:**

**XPRIZE:**

<b>3.2</b>	<b>Conflicts of Interest:</b>	<p>XPRIZE employees and their immediate families may neither participate in, nor have any financial or other material interest in any Team. XPRIZE and Team acknowledge that certain members of the XPRIZE Board of Trustees (who are not employees of XPRIZE) may promote, fund, or be otherwise involved with one or more Team(s). Such individuals shall have neither input into XPRIZE's decisions with respect to the Competition, nor access to non-public information about the Competition.</p> <p>Each XPRIZE officer, employee, director, trustee or agent who may have any influence over the acceptance of any Team into the Competition and/or the administration and/or judging of the Competition, including without limitation "Advisors" and "Judges" as defined in Section 5 below, will disclose to XPRIZE any significant past, present, or expected or resulting future relationship with any Team in the Competition. In the event that any relationship results in a conflict of interest, as determined by XPRIZE, in its sole and absolute discretion, the conflicted individual will be denied access to any Team's confidential information and will be recused from any decision(s) concerning the acceptance of any Team into the Competition and the administration and judging of the Competition</p> <p>Neither Shell International Exploration and Production Inc. ("Title Sponsor"), nor any subsidiary, affiliate or employee of Title Sponsor may be a member of, have any financial interest in, or be otherwise affiliated with Team.</p>
<b>3.3</b>	<b>Compliance with Applicable Laws:</b>	Generally, where applicable, XPRIZE shall apply for and secure permits from appropriate government agencies, authorities or other regulatory bodies. In particular, where Team specific permits are required, Team is obligated to comply with all applicable laws and acquire all necessary licenses, waivers,

		and/or permits from the applicable regulatory bodies or other applicable third parties. XPRIZE is not required to advise Team regarding such legal and regulatory compliance.
<b>3.4</b>	<b>Team Acquisition or Merger:</b>	Subject to Section 6.7 below, 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) days' prior written notice of any such acquisition or merger.
<b>3.5</b>	<b>Disqualification of Team:</b>	At any time during the Competition, at the sole and absolute discretion of XPRIZE, XPRIZE shall be entitled to disqualify Team, in whole or in part, upon service of written notice to Team, if:
	3.5.1	Team breaches any term of this Agreement;
	3.5.2	Team or Team Members become embroiled in internal conflicts or disputes;
	3.5.3	A dispute arises concerning the acquisition, combination, collaboration or sharing of technical assets between Teams;
	3.5.4	Team or Team Member engages in conduct that is determined by XPRIZE, in its sole discretion: (i) to be immoral, offensive or inappropriate; (ii) to reflect poorly on XPRIZE and/or any Title Sponsor and other Sponsors of the Competition ("Competition sponsor"); (iii) to be unsportsmanlike conduct (iv) to be disparaging to XPRIZE or any XPRIZE employee, director, sponsor or agent, or to Title Sponsor or any Title Sponsor employee, director, sponsor or agent; or (v) to disrupt or harm, in any manner, the Competition, XPRIZE, Title Sponsor or any other Competition sponsor;
	3.5.5	Team is not an Eligible Entity as defined in Section 3.1 above; and/or
	3.5.6	Team fails to actively and productively participate in the Competition.
<div> <div>INITIAL HERE TO ACCEPT AND ACKNOWLEDGE SECTION 3.5 ABOVE:</div> <div>TEAM:</div> <div>XPRIZE:</div> </div>		
<b>3.6</b>	<b>Return and Reallocation of Awards:</b>	If Team is disqualified pursuant to Section 3.5 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 shall return such Award to XPRIZE within five (5) days of request by XPRIZE and XPRIZE shall have sole and absolute discretion to reallocate such Award.
<b>3.7</b>	<b>Withdrawal from the Competition:</b>	Team may withdraw from the Competition at any time. Team must provide notice of withdrawal to XPRIZE ten (10) business days prior to its withdrawal. Upon withdrawal, Team will: (i) forfeit Team's Registration Fee; (ii) no longer be eligible to receive any Award; (iii) cease use of all XPRIZE materials; and (iv) 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. Once a Team has withdrawn or is otherwise disqualified from the Competition, Team or Team Members shall

		not engage in conduct that is determined by XPRIZE: (i) to reflect poorly on XPRIZE and/or any Title Sponsor and other Competition sponsor; (ii) to be disparaging to XPRIZE or any XPRIZE employee, director, sponsor or agent, or to Title Sponsor or any Title Sponsor employee, director, sponsor or agent; or (iii) to disrupt or harm, in any manner, the Competition, XPRIZE, Title Sponsor or any other Competition sponsor.
<b>4.</b>	<b><u>REGISTRATION</u></b>	
<b>4.1</b>	<b>Registration Process:</b>	To be fully registered to participate in the Competition:
	4.1.1	Team must activate its account on the Competition Portal ;
	4.1.2	Team must provide the Additional Team Information as requested through the Competition Portal;
	4.1.3	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;
	4.1.4	Team must pay the Registration Fee, as described in Section 4.3 below;
	4.1.5	Within thirty (30) calendar days of close of Registration, Team must meet the insurance requirements detailed in <u>Exhibit C</u> of this Agreement; and
	4.1.6	Team's Registration must be approved by XPRIZE, at XPRIZE's sole and absolute discretion.
<b>4.2</b>	<b>Registration Deadline:</b>	The deadline by which Team must complete all of the steps and requirements described in Section 4.1 above, including delivery of a signed copy of this Competitor Agreement with all Exhibits and Waivers attached hereto ("Registration"), shall be set forth in the Competition Guidelines ("Registration Deadline"). XPRIZE may change the Registration Deadline at its sole discretion, provided XPRIZE gives team ten (10) days' notice of change.
<b>4.3</b>	<b>Registration Fee:</b>	The Registration Fee for the Competition ("Registration Fee") will be published on the Competition Portal.
<b>4.4</b>	<b>Method of Payment:</b>	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.
<b>4.5</b>	<b>Registration Fee Refunds:</b>	After Team pays the Registration Fee, the following shall apply with regard to any refunds of the Registration Fee:
	4.5.1	Team's Registration Fee shall be refunded to Team if Team refuses or fails to sign this Competitor Agreement prior to the Regular Registration Deadline; or
	4.5.2	If Team's Registration Fee is refunded by XPRIZE pursuant to Section <b>Error! Reference source not found.</b> , then Team will not be eligible thereafter to participate in the Competition.

	4.5.3	Team's Registration Fee will become nonrefundable at the end of the Regular Registration Deadline.
4.6	<b>Registration of Multiple Entries:</b>	<p>Team will be allowed to register more than one Entry in the Competition; provided, however, that each Entry registered by Team shall be substantially different than the other Entry or Entries also registered by Team. All Entries by Team will be governed by this Competitor Agreement, but a separate Registration Fee will be required for each Entry. The Registration Fee for each Entry will be determined pursuant to Section 4.3 above according to the date that such Entry is registered and the applicable Registration Fee is paid. If interested, Team should contact XPRIZE for details on how to register one or more additional Entries.</p> <p>Each Entry must be approved by XPRIZE, at its sole and absolute discretion, prior to being included in the Competition. Team must describe each Entry in sufficient detail to allow XPRIZE to determine whether or not the Entry being registered is substantially different than previous Entries registered by Team. The Team Leader identified on the Competition Portal will receive an email from XPRIZE informing Team whether or not its Registration of each additional Entry has been approved.</p> <p>Each Entry must be registered and the Registration Fee must be paid by or prior to the Registration Deadline. No additional Entry Registrations will be accepted or approved after the Registration Deadline.</p>
4.7	<b>Compliance Certification:</b>	<p>Within thirty (30) days following the selection of finalist Teams, as set forth in the Competition Guidelines (or the Rules and Regulations attached thereto), attached hereto as <u>Exhibit A</u>, all finalist Teams will be required to submit a fully-executed "Compliance Certification Form" in which Team will be required to certify that it is in full compliance with: (i) Sections 3.1, 3.3, and 3.3 above; (ii) Section 11.1 below; and (iii) the Insurance Requirements detailed in <u>Exhibit C</u> to this Agreement, (iv) and has been in compliance through the term listed in Section 4.1.5 (above) as evidenced by the signature of the Team Leader (and in the case of the Insurance Requirements, Teams insurance representative). The deadline for submission of the Compliance Certification Form shall be set forth in the Competition Guidelines (or the Rules and Regulations attached thereto), attached hereto as <u>Exhibit A</u>.</p> <p>In addition to the Registration requirements specified in Section 4.1 above, XPRIZE shall also have the right, at its sole and absolute discretion, to demand that Team submit current proof of legal status, certificate of good standing from the country or state in which the legal entity is registered, and Insurance coverage, at any time during the Term described in Section 6.1 below, within ten (10) business days of the delivery of a written demand from XPRIZE to Team.</p>
5.	<b><u>ADVISORS AND JUDGES</u></b>	

5.1	<b>Implementation:</b>	To Implement the Shell Ocean Discovery XPRIZE and support the validity and integrity of the prize process, XPRIZE will convene an Advisory Board, and a Judging Panel.
5.2	<b>Independent Advisors and Judges</b>	<p>XPRIZE will form panels of relevant experts (“Advisors”) to serve on Advisory Boards, and Judging Panels for the Competition. These panels will remain in place throughout the Competition to advise XPRIZE regarding all aspects of the design and implementation of the Competition. Each Advisor will enter into an Agreement with XPRIZE that will: (i) outline Advisor’s duties and obligations; (ii) require Advisor to maintain confidentiality of XPRIZE’s and Teams’ Confidential Information, in accordance with Section 11 of this Agreement; and (iii) require Advisor to acknowledge that he or she shall make no claim to any Team’s Intellectual Property.</p> <p>The Title Sponsor will be entitled to recommend (up to three) of the Advisory Board. These panels will be independent of XPRIZE, the Title Sponsor and all Teams and Team Members. No Advisor, nor any member of Advisor’s immediate family, shall participate, nor have any financial or other material interest, in any Team or Team Member. All Advisors shall promptly disclose to XPRIZE any such current or former, or expected future conflict of interest with XPRIZE, the Title Sponsor or any other Competition sponsor, and /or any Team or Team Member pursuant to Section 3.2 above</p>
5.3	<b>Judging Panel has Sole Authority to Judge the Competition:</b>	XPRIZE shall select, at its sole and absolute discretion, a panel of independent subject matter experts (each, individually, a “Judge” and collectively, the “Judging Panel”) to judge the Competition. XPRIZE shall enter into an agreement with each Judge obligating the Judge to comply with the terms and conditions of this Agreement, including without limitation, the Confidentiality provisions in Section 11 below The Judging Panel shall have sole authority to judge the Competition, select Entries that advance to each Phase, and allocate any Award in connection with the Competition, as set forth in greater detail in the Exhibits to this Agreement.
6.	<b><u>TERM, TERMINATION, AMENDMENT AND ASSIGNMENT</u></b>	
6.1	<b>Term of Agreement:</b>	The “Term” of this Agreement will begin on the date of the last signature on this Agreement (“Effective Date”) and will end upon the conclusion of the final Competition Awards Ceremony as defined in the Competition Guidelines, unless extended or terminated earlier by XPRIZE.
6.2	<b>Termination of this Agreement by Disqualification of Team:</b>	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; provided, however, that those Sections and Exhibits specified in Section 17.1 below shall survive such termination.
6.3	<b>Cancellation of the Competition:</b>	XPRIZE may, in its sole and absolute discretion, cancel the Competition at any time and immediately terminate this Agreement without cause.

<b>6.4</b>	<b>Team Notice and Comment prior to Cancellation:</b>	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 website, thirty (30) calendar days prior to the cancellation of the Competition.
<b>6.5</b>	<b>Effect of Cancellation:</b>	If XPRIZE cancels the Competition pursuant to Section 6.3 above, XPRIZE may, in its sole discretion, return all or a portion of Team's registration fee, but Team will be ineligible to win or receive any Award(s).
<b>6.6</b>	<b>Amendment by Mutual Consent:</b>	This Agreement may be supplemented, amended or otherwise modified only by the prior written consent of the Parties. Notwithstanding the foregoing, XPRIZE has the right, upon ten (10) business days' written notice, to amend in good faith 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.
<b>6.7</b>	<b>No Assignment by Team:</b>	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 signed, written approval from XPRIZE. Any attempted assignment, delegation or transfer in violation of this Section 6.7 shall be void.
<b>6.8</b>	<b>Assignment by XPRIZE:</b>	XPRIZE may assign, delegate or transfer any of its rights or interests or duties under this Agreement at its sole and absolute discretion.
<b>7.</b>	<b><u>PRIZE PURSES</u></b>	
<b>7.1</b>	<b>Total Prize Purse</b>	The total "Prize Purse" to be awarded in connection with the Competition is Seven Million Dollars (\$7,000,000.00); to be allocated and awarded pursuant to the terms and conditions of this Agreement, as set forth below.
<b>7.2</b>	<b>Competition Guidelines:</b>	The Competition will be administered and judged and the Prize Purse(s) will be managed and awarded as set forth in the Competition Guidelines, attached as <u>Exhibit A</u> to this Agreement and incorporated into this Agreement pursuant to Section 17 below.
<b>7.3</b>	<b>Allocation of Prizes:</b>	Any Award allocated to Team will be delivered in its entirety to Team, and only to Team, with applicable fees deducted per Section 7.5 below. Team shall be solely responsible for allocation of the Award funds among Team Members and for any payments to be made to third parties.
<b>7.4</b>	<b>Awards Subject to Applicable Law:</b>	All Awards shall be made in accordance with United States law and other applicable laws that: (i) may restrict or prohibit payment to Teams organized or domiciled in countries that are subject to United States sanctions; and (ii) may subject Team to United States tax liabilities, even if Team is organized or domiciled outside the United States of America.
<b>7.5</b>	<b>Team is responsible for all fees incurred in processing of Prize</b>	Any and 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 responsibility of the Team. Should XPRIZE be required to make such payments



	<b>payment and allocation:</b>	in order to complete delivery of an Award payment, said payments will be deducted from the Prize Purse.
<b>7.6</b>	<b>Prize Purse Conditions:</b>	If Title Sponsor or another major sponsor of the Competition refuses or fails to timely pay XPRIZE the funds that will be used for all or any Award, XPRIZE will not be liable to deliver such Award (or any unpaid portion(s) thereof) or to otherwise compensate Team or any Team Member. XPRIZE reserves the right to increase the Prize Purse and/or offer additional Awards at its sole and absolute discretion, but XPRIZE shall have no obligation to do so.
<b>8.</b>	<b><u>COMPETITION GUIDELINES</u></b>	
<b>8.1</b>	<b>Competition Guidelines govern Competition:</b>	The Competition will be administered and judged and the Prize Purse(s) will be managed and awarded as set forth in the Competition Guidelines, available through the XPRIZE website and referenced here as Exhibit A and incorporated into this Agreement pursuant to Section 17 below.
<b>8.2</b>	<b>Update and Revisions to the Competition Guidelines</b>	Pursuant to Section 6.6 above, the Competition Guidelines may be expanded and updated subject to XPRIZE's sole and absolute discretion at any time during the Term of this Agreement.
<b>8.3</b>	<b>Rules and Regulations:</b>	The Parties understand and acknowledge that the details concerning the testing protocols, rules and regulations ("Rules and Regulations") that will govern the Competition have not been finalized as of the date of this Agreement. It is the intention of XPRIZE that the Rules and Regulations will be finalized at least thirty (30) calendar days prior to commencement of the Competition; provided, however, that such Competition Rules and Regulations will still be subject to certain changes pursuant to Section 17.4 below.
<b>9.</b>	<b><u>INTELLECTUAL PROPERTY</u></b>	
<b>9.1</b>	<b>Definition of "Team Technology":</b>	Inventorship of patentable developments or discoveries conceived and reduced to practice in connection with Team's participation in the Competition during the period of Teams active participation the Competition ("Team Inventions") will be determined in accordance with U.S. Patent Law. Authorship of copyrighted works, including computer software, created or fixed in a tangible medium of expression by Team in connection with Team's participation in the Competition during the period of Teams active participation the Competition ("Team Copyrighted Works") will be determined in accordance with U.S. Copyright Law. "Team Technology" shall include both Team Inventions and Team Copyrighted Works.
<b>9.2</b>	<b>Team Will Retain Ownership of Team's Intellectual Property:</b>	Except as provided in Section 9.3 below, Team will retain all right, title and other ownership interests in Team Inventions and Team Copyrighted Works. Team will also retain all right, title and other ownership interests in Team's submission and in all inventions, patents, patent applications, designs, copyrights, trademarks, trade secrets, software, source code, object code, processes, formulae, ideas, methods, know-how, techniques, devices, creative works, works of authorship,

		<p>publications, and/or other intellectual property not included in the definition of Team Technology (“Intellectual Property”) developed by Team during the Competition; subject to Section 10.1 below and the media rights granted by Team to XPRIZE pursuant to the Media Rights Agreement, attached as <u>Exhibit B</u> to this Agreement and incorporated into this Agreement pursuant to Section 17 below.</p>
<b>9.3</b>	<b>Sponsor Right to Negotiate Option or License in Team Technology:</b>	<p>Each Team hereby grants to Title Sponsor a time-limited right to negotiate an option or license in a field of use within Shell’s oil and exploration business; under Team’s rights in any Team Technology that belongs solely to Team or under Team’s interest in any Team Technology that belongs jointly to Team and any third party. Title Sponsor shall be an express intended third-party beneficiary of this Section 9.3 and shall be entitled to all rights as such, including the right to enforce this provision directly against Team.</p> <p>At the conclusion of (or upon the conclusion of Team’s active participation in) the Competition, Team will promptly disclose to Title Sponsor any and all Team Technology. Title Sponsor will hold such disclosure on a confidential basis and will not disclose the information to any third party without consent of Team. Title Sponsor will advise Team in writing within sixty (60) days of such disclosure to Title Sponsor whether or not it wishes to secure an option or commercial license (“Election Period”).</p> <p>Title Sponsor will have ninety (90) days from the date of election to conclude an option or license agreement with Team (“Negotiation Period”). Team and Title Sponsor shall negotiate in good faith to enter into an option or license agreement and said license will reflect reasonable and equitable terms and fair market value and consideration. If such option or license is not concluded within the Negotiation Period, neither Team nor Title Sponsor will have any further obligations to the other with respect to such Team Technology.</p> <p>Nothing contained in this Section 9.3 shall be deemed to grant either directly or by implication, estoppel, or otherwise, any rights under any patents, patent applications or other proprietary interests, whether dominant or subordinate, or any other invention, discovery or improvement of any Party or third party, other than the specific rights covering Team Technology under this Agreement.</p>
<b>10.</b>	<b><u>DATA AND TRADEMARKS</u></b>	
<b>10.1</b>	<b>Validation Data</b>	<p>Measurement, scoring, statistical and other data (“Data”) collected by XPRIZE during the operation of the Competition is the intellectual property of XPRIZE.</p>

		XPRIZE retains the right to license such data for academic, research and other purposes.
<b>10.2</b>	<b>XPRIZE Trademarks:</b>	As set forth in the Branding and Style Guide, attached as <u>Exhibit D</u> to this Agreement and incorporated into this Agreement pursuant to Section 17 below (“Branding and Style Guide”), Team shall have a limited license to use the “XPRIZE Trademarks” (as defined in the Branding and Style Guide). Team agrees that it will comply with the terms and conditions of this Agreement, including the Branding and Style Guide, with regard to use of the XPRIZE Trademarks.
<b>11.</b>	<b><u>CONFIDENTIALITY</u></b>	
<b>11.1</b>	<b>“Confidential Information” Defined:</b>	Pursuant to this Agreement, each Party may provide the other, or its affiliates, certain information or material that is confidential to the disclosing Party. Such information or materials shall be marked as “Confidential” by the disclosing Party prior to disclosure.
<b>11.2</b>	<b>Exclusions from “Confidential Information”:</b>	Information or material will not be considered as confidential hereunder if it: (i) is public knowledge as of the Effective Date or subsequently becomes such through no breach of this Agreement; (ii) is rightfully in the receiving Party’s possession prior to the disclosing Party’s disclosure, as shown by written records; (iii) is rightfully disclosed to the receiving Party by a third party without restriction on its disclosure; (iv) is independently developed by or for the receiving Party without reliance upon Confidential Information received from the disclosing Party; and/or (v) is required to be disclosed by law.
<b>11.3</b>	<b>Obligation of Confidentiality:</b>	Each Party will: (i) hold the other Party’s Confidential Information in confidence (using at least the same measures as it does to protect its own Confidential Information of a similar nature) and not disclose the Confidential Information to any third party except to the extent permitted by the terms of this 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 either Party. This obligation will continue in effect for five (5) years after expiration or termination of the Agreement.
<b>11.4</b>	<b>Team’s Entry and Submissions:</b>	XPRIZE acknowledges that information relating to technical aspects of any Entry developed by Team and submitted to XPRIZE or the Judging Panel as required by this Agreement, will be deemed Confidential Information of Team, regardless of whether or not it is marked as such.
<b>11.5</b>	<b>Injunctive Relief:</b>	Each Party acknowledges that money damages would not be a sufficient remedy for any breach of this Section 11 above (Confidentiality), and such breach would result in irreparable harm for which there is no adequate remedy at law. Accordingly, in the event of any such breach or threatened breach, each Party, in addition to any other remedies 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.
<b>11.6</b>	<b>Remedies:</b>	The remedies stated in Section 11.5 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.

## **12. REPRESENTATIONS AND WARRANTIES**

<b>12.1</b>	<b>By Team:</b>	Team hereby represents and warrants that:
	12.1.1	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;
	12.1.2	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;
	12.1.3	There is no suit, proceeding, or any other claim pending or threatened against Team, 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;
	12.1.4	Team will not infringe, violate, misappropriate or interfere with the Intellectual Property, contract or other right of any third party in the course of performance of this Agreement or cause XPRIZE or its affiliates to do any of the same;
	12.1.5	As of the date that submission of Entries is required, Team owns (or will own) all technologies, methods, resources and Intellectual Property in Team's Entry or Entries and/or has (or will have) all appropriate license rights in any and all third-party technologies, methods, resources and Intellectual Property ("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.
	12.1.6	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 Panel, or Competition sponsors.
	12.1.7	Team will follow principles of good sportsmanship in participating in the Competition;

**INITIAL HERE TO ACCEPT AND ACKNOWLEDGE SECTION 12.1 ABOVE:**

**TEAM:**

<b>12.2</b>	<b>By XPRIZE:</b>	XPRIZE hereby represents and warrants that:
-------------	-------------------	---

- 12.2.1 Subject to Section 7.6 above, XPRIZE expects that it will have sufficient funds to pay the winning Team(s) directly, subject to Team's compliance with the terms of this Agreement; and
- 12.2.2 XPRIZE will use reasonable efforts to judge all Teams in a non-preferential and equal manner.

INITIAL HERE TO ACCEPT AND ACKNOWLEDGE THIS SECTION 12.2 ABOVE:

XPRIZE:

**13. INDEMNIFICATION AND LIMITATION OF LIABILITY**

- 13.1 "Losses" Defined:** "Losses" means any losses, liabilities, damages (including, without limitation, personal injury, death or property damage), or 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).
- 13.2 Indemnification By Team:** Team agrees to indemnify, defend, and hold harmless XPRIZE and its affiliates, Title Sponsor and Title Sponsor's affiliates, and other Competition Sponsors (if applicable) and their affiliates, from and against any and all Losses which they may incur arising from or relating to Team and/or Team's participation in the Competition.
- 13.3 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.
- 13.4 EXCLUSION OF DAMAGES:** FOR ANY CLAIMS, CAUSES OF ACTION, DISPUTES (AS DEFINED IN SECTION 14.1 BELOW), LOSSES (AS DEFINED IN SECTION 13.1 ABOVE 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.
- 13.5 LIMITATION OF LIABILITY:** THE TOTAL AGGREGATE LIABILITY OF XPRIZE FOR ANY CLAIMS, CAUSES OF ACTION, DISPUTES (AS DEFINED IN SECTION 14.1 BELOW), LOSSES, (AS DEFINED IN SECTION 13.1 ABOVE OR DEMANDS ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO SUCH LIABILITY RESULTING FROM XPRIZE'S BREACH OF ANY TERM OF THIS

AGREEMENT AND/OR XPRIZE'S NEGLIGENCE OR OTHER TORTIOUS CONDUCT AND/OR ANY DECISION BY XPRIZE TO DISQUALIFY A TEAM AND/OR TERMINATION OF THIS AGREEMENT BY XPRIZE, SHALL BE LIMITED TO *THE LESSER OF* :(I) THE AMOUNT TEAM PAID TO XPRIZE UNDER THIS AGREEMENT; OR (II) TEAM'S DIRECT DAMAGES NOT TO EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). NOTWITHSTANDING THE FOREGOING, THIS SECTION 13.5 SHALL NOT ALTER XPRIZE'S OBLIGATION TO PAY PRIZE PURSES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO SECTION 7 ABOVE AND THE COMPETITION GUIDELINES, ATTACHED AS EXHIBIT A HERETO.

**13.6 RELIANCE ON SECTION 13 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 THIS SECTION 13.

INITIAL HERE TO ACCEPT AND ACKNOWLEDGE SECTION 13 above:	TEAM:
	XPRIZE:

**14. DISPUTE RESOLUTION**

- 14.1 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, including, without limitation, any dispute relating to alleged tortious conduct, administrative decisions made by XPRIZE in the operation of the Competition and/or the decisions of the Judging Panel.
- 14.2 Governing Law:** This Agreement and all Disputes arising hereunder shall be governed and construed in accordance with the laws of the State of California, United States of America ("Laws"), without regard to its conflict of laws rules.
- 14.3 XPRIZE and Judging Panel Decisions Final:** Decisions made by XPRIZE and/or the Judging Panel: (i) are made in the sole and absolute discretion of XPRIZE and/or the Judging Panel; (ii) are final; and (iii) are not subject to review, reconsideration, or contest.
- 14.4 Goal of the Competition:** Team and XPRIZE agree that a paramount goal of the Competition is to inspire and educate individuals, attracting new enthusiasm, new investments, and new ideas to the field and increase the connection that individuals around the world feel to the goals of the Competition ("Goals").
- 14.5 Public Disputes Cause Harm to the Competition:** Team and XPRIZE agree that Team, XPRIZE, Title Sponsor and all of the sponsors of the Competition 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 Panel, would detract from the Goals defined in Section 14.4 above and

would reflect poorly on Team, XPRIZE, Title Sponsor, and other sponsors of the Competition. 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, Title Sponsor, sponsors and prize fulfillment entities of the Competition.

**14.6 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 Agreement 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.

**14.7 Condition Precedent/ Notice of Dispute/ Statute of Limitations:**

A PARTY MUST SERVE TO 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.

**INITIAL HERE TO ACCEPT AND ACKNOWLEDGE THIS SECTION 14.7 above:**

**TEAM:**

**XPRIZE:**

**14.8 Informal Dispute Resolution:**

If a Party has served a Notice of Dispute in accordance with the provisions of Section 14.7 above, 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:

14.8.1

Each Party shall appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such dispute.

14.8.2

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 which 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.

14.8.3

The specific format for the discussions will be left to the discretion of the designated representatives.

**14.9 Mediation:**

The Parties agree that in the event that any Dispute cannot be resolved within sixty (60) days of the date of service of the Notice of Dispute pursuant to the informal dispute resolution process set forth in Section 14.8 above, then no later than ninety (90) days after the date of service of the Notice of Dispute and

as a condition precedent to any future demand for arbitration, either Party may commence mediation by providing the other Party a written request for mediation. Upon written request, the Parties will proceed with non-binding mediation before a mediator selected by the Parties to be held in Los Angeles, California. Provided, however, that if one Party maintains that the other Party has failed to comply with the requirements set forth in Section 14.7 above, then such Party shall have the right to refuse to mediate the dispute and proceed directly to arbitration pursuant to Section 0 below.

The Parties shall cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Each Party shall designate at least one (1) person with full settlement authority to attend an in-person mediation in Los Angeles, California. The mediation must take place within thirty (30) days of a Party's written request to engage in mediation, unless agreed otherwise in writing by the Parties.

The Parties covenant that they shall participate in the mediation in good faith, and that they will share equally in the cost of the mediation, including mediator's fees. Further, each Party shall pay all expenses for its own participation therein. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by either of the Parties, their agents, employees, experts, and attorneys, and by the mediator, shall be confidential, privileged under California Evidence Code §§ 1115-1128, and inadmissible for any purpose, including, without limitation, impeachment, in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

**14.10 Arbitration:**

Except as provided in Section 11 above (Confidentiality), if the Parties are not able to settle the Dispute in mediation pursuant to Section 14.9 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. Arbitration will be conducted in two stages as set forth below. 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 Los Angeles County, California, as set forth in Section 14.10.4, within one hundred and eighty (180) days of the date of service of the Notice of Dispute. Failure to file the demand to arbitrate with JAMS within such 180-day period shall mean that any right to arbitrate or litigate in any manner such Dispute shall be forever forfeited and waived.

**14.10.1**

Mandatory and Binding Arbitration – The arbitration and the Parties' agreement therefor will be deemed to be self-executing, and 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 the rules and policies of the applicable arbitration administrator 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, International Chamber of Commerce (ICC) administrative expenses, or other costs incurred by the ICC in the arbitration; 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.

14.10.2

Scope of Arbitrators' Authority – 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 *amiable compositeur* and the arbitrators do not have the power to decide *ex aequo et bono*. The arbitrators will apply California 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. Any arbitration will be conducted in English in Los Angeles, California, USA.

14.10.3

Jurisdiction for Entering Arbitration Awards – The award of the arbitrators will be the exclusive remedy between the Parties regarding any claims, causes of action, counterclaims, issues, or accountings presented or pled to the arbitrators. Any petition, motion, or request to vacate the award shall be filed exclusively in the Los Angeles County Superior Court, and the Parties expressly consent to the exclusive jurisdiction of the Los Angeles County Superior Court over any such petition, motion, or request to vacate the award. The provisions of the California Arbitration Act will apply to any petition, motion, or request to vacate the award pursuant to this Section 14.10.3.

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 California Arbitration Act. The Parties may have the judgment domesticated by any court of competent jurisdiction.

14.10.4

Stage 1 Arbitration – The first stage of arbitration shall be conducted before JAMS in Los Angeles County, California, in accordance with the JAMS Optional Expedited Arbitration Procedures by three (3) arbitrators appointed as follows: each Party shall select an arbitrator, and such arbitrators shall select a third;

provided, however, that in all events at least two (2) out of the three (3) arbitrators must be active members of the bar of a U.S. State and that each arbitrator must be fluent in English. The matters to be considered and determined by the arbitrators in Stage 1 Arbitration shall include and be limited to the following:

- (i) 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 14.7 above. If the arbitrators determine that the Party that served the Notice of Dispute failed to strictly comply with the requirements of Section 14.7 above, 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.
- (ii) Next, if (a) the arbitrators determine that the Party that served the Notice of Dispute did strictly comply with the requirements of Section 14.7 above, and (b) either Party asserts that the Limitation of Liability provisions set forth in Section 13.5 above are unenforceable in whole or in part, then the arbitrators shall next determine whether or not the Dispute is subject to the Limitation of Liability provisions set forth in Section 13.5 above and issue a ruling of their findings. For purposes of this determination, the Parties agree and represent that the Limitation of Liability Clauses are not contrary to public policy as articulated in *Tunkl v. Regents of University of California*, 60 Cal. 2d 92 (1963).
- (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 13.5 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.

INITIAL HERE TO ACCEPT AND ACKNOWLEDGE THIS SECTION 14.10.4(iii) ABOVE: TEAM:

XPRIZE:

:

- (iv) All awards, decisions and rulings made with regard to the items specified above by the arbitrators in Stage 1 Arbitration shall be binding upon both Parties and upon the arbitrators in Stage 2 Arbitration (if applicable). However, except as required to establish the decisions and rulings of the arbitrators, the records of the proceedings in Stage 1 Arbitration shall not be admissible as evidence in Stage 2 Arbitration proceedings.

#### 14.10.5

Ninety (90)-Day Cooling Off Period – If the arbitrators have not dismissed the Dispute with prejudice when they issue their final rulings pursuant to Section 0(i) above, then the Parties shall wait for a period of ninety (90) calendar days before proceeding with Stage 2 Arbitration, during which ninety (90)-day

period, the Parties agree to negotiate in good faith to resolve the Dispute. This period may be extended by mutual agreement of the Parties.

14.10.6

Stage 2 Arbitration – If necessary, the second stage of arbitration shall be conducted before the International Chamber of Commerce (ICC) in Los Angeles County, California, in accordance with the then-prevailing Rules of Arbitration of the ICC by three (3) arbitrators appointed as follows: each Party shall select an arbitrator, and such arbitrators shall select a third; provided, however, that in all events at least two (2) out of the three (3) arbitrators must be active members of the bar of a U.S. State and that each arbitrator must be fluent in English. Notwithstanding the foregoing, none of the arbitrators used in Stage 1 Arbitration may be selected in Stage 2 Arbitration.

14.11 **Other Decisions of XPRIZE and the Judging Panel:**

**Nothing in this Section 14 (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 11.5 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 Panel, as provided in Section 5.3 above (Judging Panel) and in the Competition Guidelines**

14.12 **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.

## 15. TEAM MANAGEMENT

15.1	<b>Team Name:</b>	The legal entity that is the Team (“Team Entity”) and the official name of the Team (“Team Name”) shall be set forth in the Team’s profile on the Competition Portal.
15.2	<b>Changes to Team Name:</b>	Team shall promptly inform XPRIZE of any intent to change the Team Name and cooperate with XPRIZE to execute the documents and instruments necessary to accomplish such change.
15.3	<b>“Team Member” Defined:</b>	“Team Member” shall be defined as an individual or corporate entity acting as either an employee, consultant, volunteer, or contractor of Team who makes any contribution to Team’s efforts in connection with the Competition, as determined by XPRIZE in its sole and absolute discretion. Team Members include, without limitation: (i) contributors of any pre-existing or developed Intellectual Property to Team; (ii) individuals or entities involved in the design, development, or testing of the Entry; and (iii) any individual or entity having a management, supervisory, or other leadership role within Team. Team Members do not include: (a) investors, donors, and Team Sponsors who make only financial contributions to Team;

		(b) suppliers of off-the-shelf parts and hardware; or (c) customers of the Team; and (d) third-party holders of any intellectual property licensed to Team for use in its Entry.
<b>15.4</b>	<b>Team Member Requirements:</b>	Except as provided herein, individual Team Members must either: (i) be of the age of majority (or older) in their 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.
<b>15.5</b>	<b>Team Leader:</b>	Each Team shall designate a Team Member to act as "Team Leader" on the Competition Portal. 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 (or the age of majority in their jurisdiction of residence, if such age of majority is older than eighteen (18) years of age).
<b>15.6</b>	<b>Changes in Team Leadership:</b>	Team may replace the designated Team Leader at any time through the Competition Portal. Team shall promptly notify XPRIZE through the Competition Portal 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.
<b>15.7</b>	<b>Team Release and Waiver:</b>	Concurrent with the execution of the Agreement, Team Leader shall execute the Team Release and Waiver (in the form attached as <u>Exhibit G</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 15.7, then Team shall be ineligible to participate in the Competition.
<b>15.8</b>	<b>Team Member Release and Waiver:</b>	Team shall ensure that each Team Member that is not an employee of the Team Entity (including Team Leader, if applicable) receives, reviews, signs and delivers to XPRIZE a signed copy of the Team Member Release, Waiver and Confidentiality Agreement (in the form attached as <u>Exhibit H</u> to this Agreement) 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. Team shall deliver to XPRIZE a signed copy of the Team Member

		Release, Waiver and Confidentiality Agreement for each and every Member of the Team within thirty calendar (30) days of the Effective Date of the Agreement. Team agrees that, prior to admitting any new Team Member(s), Team shall deliver to XPRIZE a copy of the Team Member Release, Waiver and Confidentiality Agreement signed by each new Team Member. If Team fails to timely provide a Team Member Release, Waiver and Confidentiality Agreement for each Team Member, as required pursuant to this Section 15.8, then Team shall be ineligible to participate in the Competition.
<b>15.9</b>	<b>Decisions Concerning Team Participation in Competition:</b>	To the maximum extent permissible under applicable law, 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. Such decisions may be made by XPRIZE for reasons including, but not limited to, ethical transgressions, breach or violation of this Agreement, actions that jeopardize the Competition, or actions that jeopardize sponsorship of the Competition.
<b>15.10</b>	<b>Payments to Team:</b>	Team shall only be paid upon winning of an Award and shall not receive payment for preparation or participation in the Competition. Team and Team Members are solely responsible for all of their own costs. XPRIZE shall make any necessary payment to the bank account specified by Team during Registration within ninety calendar (90) days after Team being declared the winner of an Award, as determined by the Judging Panel in its sole and absolute discretion, which shall make its decision without unreasonable delay. Team bank account information may be updated by written notice to XPRIZE, as per the terms of this Agreement, at least thirty calendar (30) days prior to any expected payment. Compliance with payment instructions provided by Team shall constitute payment of the applicable Award. Team shall be solely responsible for any taxes arising from or relating to the payment of any Award.
<b>16.</b>	<b><u>GENERAL LEGAL PROVISIONS</u></b>	
<b>16.1</b>	<b>Not Agents, Partners, or in Joint Venture:</b>	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.
<b>16.2</b>	<b>No Third Party Beneficiaries:</b>	Except as expressly set forth in Section 9 above, Parties agree and acknowledge that there are, and shall be, no third party beneficiaries to this Agreement, including without limitation, Team Members.
<b>16.3</b>	<b>Official Language:</b>	The official language of the Competition and of this Agreement shall be English. All communications with XPRIZE will be in English unless 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.
<b>16.4</b>	<b>Notices:</b>	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 facsimile, or (v) 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.
<b>16.5</b>	<b>Force Majeure:</b>	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, 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.
<b>16.6</b>	<b>No Waiver:</b>	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. 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.
<b>16.7</b>	<b>Headings:</b>	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.
<b>16.8</b>	<b>Severability:</b>	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.
<b>16.9</b>	<b>No Strict Construction:</b>	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.
<b>16.10</b>	<b>Counterparts:</b>	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.
<b>16.11</b>	<b>Survival:</b>	The following Sections of, and Exhibits to, this Agreement will survive the expiration or termination of this Agreement: Sections 2 above (Scope of Agreement); 3.7 above (Return and Reallocation of Awards); 6.5 above (Effect of Cancellation); 7.3 above (Allocation of Prizes); 7.4 above (Awards Subject to Applicable Law); 7.6 above (Prize Purse Conditions); 11 above (Confidentiality); 11 above (Representations and Warranties); 12 above (Indemnification and Limitation of Liability); 13 above (Dispute Resolution); 15 above (General Legal Provisions); and any and all Exhibits and Waivers, etc.
<b>17.</b>	<b><u>EXHIBITS AND RELATED FORMS</u></b>	
<b>17.1</b>	<b>Exhibits Incorporated into Agreement:</b>	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:
	17.1.1	<u>Exhibit A</u> – Competition Guidelines (together with any applicable Rules and Regulations when available, attached thereto)
	17.1.2	<u>Exhibit B</u> – Media Rights Agreement
	17.1.3	<u>Exhibit C</u> – Insurance Requirements
	17.1.4	<u>Exhibit D</u> – Branding and Style Guide
	17.1.5	<u>Exhibit E</u> – Public Relations Guide
	17.1.6	<u>Exhibit F</u> – Team Sponsorship Guide

	17.1.7	<u>Exhibit G</u> – Team Release and Waiver
	17.1.8	<u>Exhibit H</u> – Team Member Release, Waiver and Confidentiality Agreement
<b>17.2</b>	<b>Forms Incorporated into Agreement:</b>	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 INCOPORATED INTO THIS AGREEMENT WHEN SUCH FORMS ARE COMPLETED AND SUBMITTED BY TEAM.
<b>17.3</b>	<b>Additional Exhibits:</b>	As pursuant to section 6.6 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.
<b>17.4</b>	<b>All Exhibits Subject to Change and Updates:</b>	The parties agree and acknowledge that, as pursuant to sections 6.6 above and 8.2 above of this Agreement, and to this Section 17.4, all Exhibits are subject to change and update at XPRIZE's sole and absolute discretion.



## **EXHIBIT A**

### **Competition Guidelines**

The Competition Guidelines may be accessed through the Shell Ocean Discovery XPRIZE website at:

<http://oceandiscovery.xprize.org/about/guidelines>

## **EXHIBIT B**

### **Media Rights Agreement**

- I. THE STORY OF THE COMPETITION.** XPRIZE and Team mutually recognize and acknowledge: (i) that XPRIZE intends to promote and tell the story of the Competition to a broad audience; (ii) that promoting and telling the story of the Competition will benefit, and be in the best interest of, both XPRIZE and Team; and (iii) that in order for XPRIZE 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. However, XPRIZE undertakes no obligation with regard to its intent to promote and tell the story of the Competition and reserves the right to exercise sole and absolute discretion in choosing Teams and subject matter for media promotion or other purposes not affecting the outcome of the Competition based on criteria including, but not limited to, the compelling nature of the Team's story.
- II. "COMPETITION MEDIA" DEFINED.** For the purposes of this Agreement, "Competition Media" shall be defined as all pre-existing or developed 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, import, export, and otherwise dispose of or exploit in any manner or medium whatsoever, existing now or in the future, including, without limitation, all motion picture rights of every kind, including, without limitation, theatrical and documentary motion picture rights, television motion picture rights, and home video rights, and all allied, subsidiary, and derivative rights, including, without limitation, sequel, prequel, and remake rights, novelization, "making of" book, merchandising rights, commercial tie-ups, stage rights, radio rights, webcast rights, internet display rights, and promotional and advertising rights including, without limitation, the right to broadcast over radio, television, the internet, and all other media, advertisements with respect to any production produced based on the Competition or the story of the Competition. The right to Exploit shall include, without limitation, all rights and title in and to any and all audio, video, or photographic material created by, or on the behalf of, XPRIZE or its agents, representatives, and assignees.
- IV. GRANT OF LICENSE FROM TEAM TO XPRIZE.** Team and each Team Member hereby grant(s) XPRIZE an exclusive (even to the extent that it may restrict Team's right to Exploit the Competition Media, as set forth herein), perpetual, royalty-free, fully paid-up, sublicenseable, 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; provided that XPRIZE shall have a license to all such Competition Media as set forth herein. 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 for the purposes of the capture of Competition Media for later usage, except as provided in Exhibit E, Section III; 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 for the purposes of capture of Competition Media.
- 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 the behalf of, XPRIZE or its agent and assignees. XPRIZE will have the right, exercisable in its sole and absolute discretion, to sell, assign, license, transfer or otherwise Exploit its rights and title in and to such audio, video, 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 own 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 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 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.
- VIII. **TEAM RETAINS OWNERSHIP OF TEAM'S INTELLECTUAL PROPERTY.** Subject to the provisions herein, which provide XPRIZE with the Media Rights, Team owns all rights in and to all of Team's Intellectual Property 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 Intellectual Property associated with the design, manufacture, operation of and the data collected by the Entry and any subsystems, except in such cases where: (a) 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 layman's 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; or (b) such Intellectual Property comprises, relates to, or includes the names, trademarks, copyrights, logos, insignias, or similar Intellectual Property of XPRIZE, the Title Sponsor or other Competition partners, sponsors, contractors, or collaborators.

- IX. XPRIZE USE OF TEAM MEDIA ASSETS NOT 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 data 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. 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 comprises scientific or engineering data, to allow 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 Competition 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.

In order to prevent confusion and to maximize the impact of the Competition, and notwithstanding anything to the contrary, in no event will 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.** Team hereby grants to XPRIZE an exclusive (even to the extent that it may restrict Team's right to Exploit the Competition Media, as set forth herein), perpetual, royalty-free, fully paid-up, sub-licensable, 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 merchandising including the promotion of the Competition and/or XPRIZE through the sale of branded products and or services ("Merchandising"), whether existing now or developed in the future; provided, however, that such usage will be in accordance with Section 11 above of the Agreement (Confidentiality) and shall not be in a manner disparaging to Team, XPRIZE, Title Sponsor, any other Competition sponsors, 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 Merchandising.

Notwithstanding the above, Team retains a limited right to use Team's logo, the image and likeness of Team, Team's Entry and Team members ("Team Media") subject to this Agreement, on commercial products with the prior written approval of XPRIZE (such approval not to be unreasonably withheld).

The limitations on Team's right to use Team Media established in this subsection apply to Team and any third parties Affiliated to Team or contracted by Team. Any release or grant of rights made pursuant to this Section XIII are subject to the execution of a separate agreement between the Parties.

- XIV. MOCK-UPS.** Team hereby grants to XPRIZE an exclusive (even to the extent that it may restrict Team's right to Exploit the Competition Media, as set forth herein), perpetual, royalty-free, fully paid-up, sublicenseable, worldwide, irrevocable right and license, exercisable in the sole and absolute discretion of XPRIZE to Exploit Team's logo(s) and the image and likeness of Team's Entry and related hardware to create mock-ups of Entry and associated hardware for educational or promotional purposes in connection with XPRIZE or the Competition; provided, however, that XPRIZE is not obligated to use any such image or likeness on any such mock-up. XPRIZE will use commercially reasonable efforts to comply with requests for the updating of Team Sponsor logos.
- XV. 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.
- XVI. 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.
- XVII. 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**

### **Insurance Requirements**

#### **Liability Insurance**

Within thirty (30) days of the close of Registration as specified in Section 4.2, Team shall procure, pay for and thereafter maintain such insurance as will protect against claims for bodily injury or death, or for damage to property, which may arise out of the Team's participation in the challenge or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance will include but not be limited to the following minimum coverage and limits of liability:

#### **Round 1 and Round 2**

**A Two Million Dollars (\$2,000,000.00)** per occurrence and **Two Million Dollars (\$2,000,000.00)** aggregate general liability policy.

Appropriate endorsements or policies should also include: (i) unmanned vehicle or remote – controlled operations and/or autonomous operations coverage (watercraft and/or Drone Coverage, if applicable); (ii) environmental contamination coverage; and (iii) pollution clean-up coverage.

Both the limits of liability and above mentioned coverage may be secured in the form of one policy or multiple policies. If it becomes necessary to secure multiple policies to comply with the above requirements, each policy must have a minimum limit of \$1,000,000 per occurrence.

Team shall obtain, from all liability insurance providers, a certificate of insurance evidencing the above coverage with appropriate endorsements to the policies obtained that name "The XPRIZE Foundation, Inc." and "Shell International Exploration and Production Inc." as Additional Insureds with Waivers of Subrogation. Certificates should include a 30-day cancellation clause.

If Team is non-U.S. owned and operated with principal operations outside the jurisdiction of the government of the United States of America, Team may fulfill these Insurance Requirements by alternate means, such as by obtaining a comparable insurance policy (with appropriate endorsements) issued in the country of origin similar to a commercial General Liability policy (International Standards Organization form).

If Team is non- U.S based, Team will not require a Waiver of Subrogation endorsement.

If Team is a government or non-profit educational institution, Team may rely on sufficient self-insurance coverage in place of a General Liability policy, or some combination thereof, which complies with the above criteria.

#### **WORKERS' COMPENSATION – VOLUNTEERS ACCIDENT INSURANCE**

Team shall maintain Workers' Compensation or comparable insurance as required by any applicable Law, in accordance with the provisions of the Laws of the nation, state, territory or province having jurisdiction over Team's employees with limits sufficient to cover Team's potential liability to its employees in connection with Team's participation in the Competition. If Team has no employees or is otherwise not required by applicable laws to carry such insurance, then Workers Compensation Insurance will not be

required. In the event Team is exempt from the requirement to obtain Workers' Compensation insurance pursuant to Law, Team shall insure that all individuals serving as volunteers secure Health Insurance and/or Volunteers Accident Insurance. Team shall be solely responsible for verifying that all volunteers have either form of insurance with sufficient coverage for any and all injuries that may occur during the course of the Competition.

## **AUTOMOBILE INSURANCE**

If Team owns, leases or operates automobiles in connection with its participation in the Competition, Team will maintain an automobile insurance policy with limits sufficient to cover Team's potential liability for bodily injury and property damage to third parties in connection with Team's participation in the Competition. Coverage should include protection for owned automobiles, non-owned automobiles, and hired automobiles, as applicable. An endorsement to the General Liability Policy or self-insurance coverage above covering hired & non-owned automobiles is acceptable.

## **INSURANCE PROVIDERS AND COVERAGE TERM**

All policies and limits should be written with an insurer with an AM Best Rating of A-VII or better, or in the case of workers' compensation, be insured by an acceptable state or government approved program. If the insurer is not rated by AM Best, evidence supporting the insurer's financial strength may be required and be subject to the approval of XPRIZE. The insurance policies required above shall be maintained by Team for such length of time as is necessary to cover all claims arising out of or related to Team's participation in the Competition.

### **I. COMPLIANCE CERTIFICATION FORM**

Each Team will be required to provide XPRIZE with proof that Team has satisfied the above Insurance Requirements by delivering to XPRIZE a completed Compliance Certification Form (in a form to be provided by XPRIZE), pursuant to which Team will be required (among other requirements as detailed in Section 4.7 above of the Agreement) to: (i) clearly outline documentation: (i) clearly outlining (in English) how the Team's insurance coverage satisfies the Insurance Requirements set forth above; (ii) certifying, as evidenced by the signature of the Team Leader and Team's insurance agent, broker or representative, that Team is in full compliance with the Insurance Requirements; and (iii) attaching certificates of insurance (in English) evidencing the required coverage, including without limitation, endorsements to the general liability policies naming the XPRIZE Foundation, Inc., and Shell International Exploration and Production Inc., as Additional Insureds with Waivers of Subrogation, in a form satisfactory to XPRIZE. A Waiver of Subrogation endorsement is not required for International Teams. The template Compliance Certification Form and the deadline for submission of a completed and signed Compliance Certification Form shall be provided by XPRIZE in the Rules and Regulations to be attached to the Competition Guidelines.

As specified in Section 4.7 of the Agreement, in addition to the requirements specified above, XPRIZE shall also have the right, at its sole and absolute discretion, to demand that Team submit a Compliance Certification format any time during the Term, within ten (10) business days of the delivery of a written demand from XPRIZE to Team.

**\*\*\* ATTENTION TEAMS – DO NOT WAIT TO GET INSURANCE COVERAGE \*\*\***

***The delivery of a written demand to submit current proof of insurance coverage is not intended to give you time to get the necessary insurance policies if they are not already in place. If you don't have***



***the required insurance coverage when you are required to submit proof of such insurance, then you will be ineligible to continue to participate in the Competition. This means that you should definitely not delay in getting the required insurance coverage.***

***Please also note that the owner(s) of the Testing Centers may require additional insurance coverage in order for Team to gain access and use the Testing Centers in conjunction with the Competition. Teams will be expected to procure such additional insurance as may be required by such owner(s) all as contemplated in any required Testing Center access and use agreements.***

## **EXHIBIT D**

### **Branding and Style Guide**

**The Branding and Style Guide may be accessed at later date through the Shell Ocean Discovery XPRIZE website.**

## **EXHIBIT E**

### **Public Relations Guide**

- I. COORDINATION OF PUBLIC RELATIONS ACTIVITIES.** Team should actively perform public relations activities, as described herein, in order to provide continuous information to the public regarding the Competition, Team's story, and Team's progress. Team must comply with all applicable laws and the terms of the Agreement and this Public Relations Guide in doing so. Team shall use best efforts to coordinate all publicity and press releases regarding the Competition with XPRIZE. XPRIZE retains the right to introduce approval requirements for pending press releases related to the Competition. For clarity, and as provided in this Public Relations Guide and in Section 10 above (Confidentiality) of the Agreement, Team acknowledges and agrees that Competition results including, in particular, the qualifier(s) and/or winner(s) of any Award(s), are the Confidential Information of XPRIZE until the same are announced to the public. As such, under no circumstances will Team announce Competition results including, in particular, the qualifier(s) and/or winner(s) of any Award until authorized by XPRIZE.
- II. PUBLIC EDUCATION AND OUTREACH.** At the request of XPRIZE, Team will have opportunities send representatives to appear as spokespeople or attendees for Competition-related public education and other outreach events. XPRIZE will provide a minimum of thirty (30) days advance notice of such events to Team. Team is encouraged to attend as many of these events as possible, but will do so at its own expense.
- III. TECHNICAL SUPPORT.** Team shall provide assistance and cooperation with regards to understanding all documentation, plans, materials, and technology (including, without limitation, Team's Entry or Entries) that is reasonably necessary for the judging, evaluation of rules compliance, and/or content capture. Team shall ensure that any information disclosed to XPRIZE or the Judging Panel does not comprise state secrets or, where state secrets are involved, that Team has been properly approved by the government authority to disclose such information to XPRIZE and the Judging Panel. XPRIZE shall use best efforts to accommodate reasonable requests of Team in order to respect Team's Intellectual Property, national security clearances, and regulatory compliance obligations.
- IV. PUBLIC APPEARANCES.** In addition to their obligations herein, Team and Team Members may publicize their participation in the Competition and the receipt of any Award with interviews, speeches, participation in News Coverage and other public appearances; provided, however, that: (i) neither Team nor any Team Member will hold itself out as a representative of XPRIZE, Title Sponsor, any other Competition sponsors, or any partner of either of the foregoing; (ii) Team and all Team Members will comply with the terms of the Agreement and all applicable laws; (iii) Team and Team Members will not disparage XPRIZE, Title Sponsor, any other Team(s), or anyone else associated with the Competition; (iv) Team and Team Members are solely responsible for their expenses related to such public appearances; (v) XPRIZE is not responsible for the acts or omissions of Team or Team Members in connection with such public appearances; and (vi) XPRIZE is not liable for any bodily injury, death, property damage or other damages Team or Team Members may suffer in connection with such public appearances.
- V. TEAM ATTENDANCE AT COMPETITION EVENTS.** Attendance at Competition events is an important element of Team participation in the Competition. Team is encouraged to attend all Competition

events as they are defined or may be defined in the future by XPRIZE, including the mandatory Team Summit(s). All expenses associated with Team attendance at these Competition events will be at Team's expense. XPRIZE may take Team's attendance and participation in Competition events (or the lack thereof) into consideration when determining whether or not Team is actively and productively participating in the Competition as required in Section 3.5.6 of the Agreement. Team acknowledges that the timing and location of Competition events may change from time to time, at the sole and absolute discretion of XPRIZE.

**VI. AWARDS CEREMONIES AND POST-COMPETITION EVENTS.** If it receives any Award from XPRIZE in connection with the Competition, Team is required to send, at a minimum, the Team Leader (or a substitute Team Member if agreed to by XPRIZE) to specified XPRIZE awards ceremonies and post-competition events.

## **EXHIBIT F**

### **Team Sponsorship Guide**

- I. TEAM SPONSORSHIP DEFINED.** For the purposes of the Agreement and this Team Sponsorship Guide, “Team Sponsorship” shall be defined as any agreement or relationship between Team and any other person, group, corporation, limited liability company, foundation, or other entity (“Team Sponsor”) for Team Sponsor to provide any past, present or future financial or other support in order to establish an association between Team and Team Sponsor (and/or any image, brand, service, or product of Team Sponsor) in return for the past, present or future granting of direct or indirect services, benefits, assets or other consideration (including, without limitation, product placement, social media mentions, verbal or written acknowledgements, and logo or brand identification on signage, banners, advertising, promotions, marketing, apparel, apparatus, website, etc.) from Team to Team Sponsor.
- II. PRIOR XPRIZE APPROVAL OF TEAM SPONSORS.** No later than thirty (30) days prior to the execution of any Team Sponsorship agreement by Team, Team shall provide to XPRIZE notice, on the Team Sponsorship Notification Form (provided through the Competition Portal) of pending Sponsorships or other relationships that will require: (i) logo space on Team’s Entry or other Team hardware or software related to the Competition; (ii) media, marketing, or promotional rights related to the Competition; or (iii) Team name changes. Team shall submit to XPRIZE a detailed written summary of the business points of any agreement with a Team Sponsor. XPRIZE shall review such agreement terms within ten (10) business days and may reject the proposed Team Sponsorship agreement, if such agreement, in XPRIZE’s sole opinion: (a) would cause Team to breach any term of the Agreement; (b) would require unsuitable advertising including, but not limited to, any advertising that depicts, describes, implies, or promotes obscene or sexually explicit matters, libelous or illegal matters, violence, racial, sexual or other types of legally prohibited discrimination, a particular political view, or may infringe on or otherwise violate any rights of XPRIZE or any third party; (c) conflicts with the exclusivity of or jeopardizes any sponsorship associated with the Competition; or (d) undermines the Competition, its underlying goals, or the educational mission of XPRIZE. Team is encouraged to work with XPRIZE well in advance of finalizing any Sponsorship agreement in order to streamline the approval process. If Team has signed agreements for such Sponsorships or other relationships prior to the execution of this Agreement, Team shall provide to XPRIZE a detailed written summary of the business points of such agreements and shall amend or terminate such agreements upon request by XPRIZE in accordance with this Exhibit.
- III. NAMING OF ENTRY.** Subject to the Agreement and this Team Sponsorship Guide, Team shall have the right to name its Entry or Entries and retain all rights to the name of its Entry or Entries. However, before finalizing its choice for its name of the Entry, Team must obtain prior approval from XPRIZE regarding the name to prevent conflict with the goals of the Competition and reputation of XPRIZE. Such approval will not be denied absent a compelling reason, as determined by XPRIZE in its sole and absolute discretion, such as names that are obscene, violate Laws, or undermine the Competition, its underlying goals, or the educational mission of XPRIZE.

**IV. LOGO PLACEMENTS.** Team shall display the Logo Cluster, as specified by XPRIZE, on the Entry. As each Entry will have a different design, the actual placement of the Competition logo and Logo Cluster on the Entry will be considered and approved by XPRIZE on a case-by-case basis. Team shall work with XPRIZE to evaluate the placement of the Competition Logo and Logo Cluster on the Entry. XPRIZE reserves the right to require Team to and Team will put the Competition Logo and Logo Cluster on all Team hardware and software (i.e., the initial or landing user screen) related to the Competition, including, but not limited to, the Entry, as well as Team support vehicles, Team uniforms, and other relevant equipment on which Team has or sells logo space; neither XPRIZE nor Title Sponsor will be obligated to pay for the placement of the Competition Logo on Team's hardware, software, vehicles, uniforms or other relevant equipment. Team shall ensure that the Competition Logo and Logo Cluster have prominent placement on the Entry and Team uniforms. XPRIZE may require that Team will wear Competition shirts designated by XPRIZE. Team shall ensure that the image of the Competition Logo and Logo Cluster on the Entry is featured prominently during all Competition events.

## **EXHIBIT G**

### **Team Release and Waiver**

Team acknowledges and agrees, on behalf of Team and each Team Member, that XPRIZE, Title Sponsor and any parties affiliated with XPRIZE or Title Sponsor in connection with the Competition ("Released Parties") will not be liable for any liabilities, damages (including, without limitation, personal injury, death or property damage), or claims, or any related costs and expenses ("Losses") arising from, related to, or connected in any way with any property loss or damage or personal injury, including, without limitation, death, sustained by Team, any Team Member, any partner, sponsor or affiliate of Team, or any person or entity claiming on behalf of Team, arising from, relating to, or connected in any way with Team's participation in the Competition, even in the event of negligence or fault of any of the Released Parties, whether such negligence is present at the execution of the Competitor Agreement ("Agreement") or arises in the future. Team assumes full responsibility for and all risks of any Losses which may occur to Team, any Team Member, any partner, sponsor or affiliate of Team, or any person or entity claiming on behalf of Team, arising from, relating to, or connected in any way with Team's participation in the Competition. Team hereby unconditionally releases and waives all of the Released Parties from any claims alleging Losses, whether existing now or arising in the future, that in any way relate to the Released Parties' execution or duties under this Agreement.

### **Waiver of California Civil Code Section 1542**

The releases in this Agreement are intended to be, and are, full, complete, unconditional and general releases with respect to all claims, demands, causes of action, defenses, and other matters described above, or any other theory, cause of action, occurrence, matter or thing which might give rise to liability, related to or arising out of any and all acts, omissions, or events occurring prior to the date of this Agreement.

Team and all Team Members acknowledge that he, she, or it is familiar with Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

With respect to those claims being released hereunder, each of the Parties acknowledges that he, she, or it is releasing unknown claims and waives all rights he, she, or it has or may have under California Civil Code Section 1542 or any other statute or common law principle of similar effect. Each of the Parties acknowledges that he, she, or it may hereafter discover claims or facts in addition to or different from those now known or believed to exist with respect to the subject matter of the claims being released pursuant hereto, and which, if known or suspected at the time of entering into the Agreement, may have materially affected this Agreement. Nevertheless, each of the Parties hereby waives any right, claim(s), or cause of action that might arise as a result of such different or additional claim(s) or facts. Each of the Parties acknowledges and understands the significance and consequence of such release and such specific waiver of California Civil Code Section 1542.

**No Liability**

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

**Team Signatory Signature:** \_\_\_\_\_

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

**Team Signatory Name:** \_\_\_\_\_

**Team Signatory Title:** \_\_\_\_\_



## **EXHIBIT H**

### **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 H, 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 G) from any and all Losses (as defined in the Team Release and Waiver, attached to the Agreement as Exhibit G) 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 11 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 right 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 Waiver and Release, including the waiver of Section 1542 of the California Civil Code.

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 11 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, and its affiliates, Competition sponsors,

administrators and Award fulfillment partners 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:** \_\_\_\_\_