

---

# GOOGLE LUNAR X PRIZE

## MASTER TEAM AGREEMENT

### VERSION 1.0

NON-BINDING COPY; SUBJECT TO REVISION; FOR REVIEW ONLY

24 November 2009

The parties below, namely, on one hand **[team]** a **[jurisdiction/entity]** ("TEAM") and on the other hand, the X PRIZE Foundation, Inc., a Delaware non-stock corporation and GLXP, LLC, a Delaware limited liability company (collectively, "XPF", "X PRIZE" or the "X PRIZE Parties") agree to abide and be bound by the terms and conditions of this Master TEAM Agreement (this "Agreement"), including, but not limited to, the Standard Terms and Conditions attached hereto as Exhibit A and incorporated herein for all purposes, as witnessed by the signatures below:

TEAM Name:	X PRIZE Foundation, Inc.
Entity Type:	Entity Type:
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

GLXP, LLC
Entity Type:
Name:
Title:
Signature:
Date:

## CONTENTS

1	INTRODUCTION AND OVERVIEW.....	6
1.1	Purpose .....	6
1.2	Prize Overview .....	6
1.3	Scope of this Document .....	6
2	PRIZE Purses.....	8
2.1	Grand Prize.....	8
2.2	Second Place Prize.....	8
2.3	Bonus Prizes .....	8
2.3.1	Apollo Heritage Bonus Prize .....	9
2.3.2	Water Detection Bonus Prize.....	10
2.3.3	Range Bonus Prize.....	10
2.3.4	Survival Bonus Prize .....	10
2.4	Diversity Award .....	11
3	Registration Process .....	12
3.1	Registration Overview.....	12
3.1.1	Letter of Intent to Compete.....	12
3.1.2	Registration Package.....	12
3.1.3	Master TEAM Agreement .....	12
3.2	Eligibility.....	12
3.2.1	“Any TEAM, Any Nation” Principle .....	12
3.2.2	Privately Funded .....	13
3.2.3	Purchased Hardware.....	13
3.2.4	Use of Government Resources .....	13
3.2.5	Ethics Commitment .....	13
3.3	Approval .....	14
3.4	Withdrawal from Competition.....	14
3.5	Registration Fee Refund .....	14
4	Mission Requirements .....	15
4.1	Landing.....	15
4.2	Mobility .....	15
4.3	“Mooncast” Transmission .....	15
4.3.1	Mooncast Quality.....	15
4.3.2	Arrival Mooncast Content.....	16
4.3.3	Mission Complete Mooncast Content .....	17
4.3.4	XPF Set Asides .....	18
4.4	Data Uplink.....	18
4.5	Payload.....	18
5	TEAM Requirements.....	19
5.1	Compliance with Laws and Regulations.....	19
5.2	Reporting.....	19
5.3	Public Relations .....	19
5.3.1	Public Outreach Liaison .....	19
5.3.2	Blogging and Video .....	20
5.3.3	CRAFT Graphics.....	20

5.3.4	Public Appearances.....	20
5.4	Naming of CRAFT.....	20
5.5	Logo Placements .....	21
5.6	Sponsorships .....	21
5.7	TEAM Summits .....	21
5.8	Access to Facilities and Information .....	21
5.9	Launch Vehicle .....	22
5.10	Launch .....	22
5.11	Communication.....	22
5.11.1	Communications Overview .....	22
5.11.2	Data Delivery to XPF Servers .....	22
5.11.3	Exclusivity of Content .....	22
6	Rights .....	23
6.1	Intellectual Property .....	23
6.2	Competition Media Rights .....	23
6.2.1	Registration Interval .....	23
6.2.2	Mission Interval .....	24
6.2.3	Media Rights Revenue Sharing .....	25
6.2.4	Promotion of Google Lunar X PRIZE and of TEAMs .....	26
6.3	Use of Marks .....	26
6.3.1	Licensing of TEAM Intellectual Property.....	26
6.4	X PRIZE Rights to TEAM and Vehicle Appearances .....	26
6.4.1	Merchandise .....	26
6.4.2	Mock-Ups.....	27
6.5	Payments and Accountings .....	27
7	General Provisions .....	28
7.1	Official Language.....	28
7.2	Acceptance and Removal .....	28
7.3	Indemnification .....	28
7.4	Waiver of Requirements .....	28
7.5	PRIZE Payment .....	28
7.6	Currency .....	28
8	Google Lunar X PRIZE Judging Panel.....	29
8.1	Judging Panel Overview .....	29
8.2	Representatives.....	29
8.3	Key Responsibilities.....	29
8.3.1	Privately Funded Review.....	29
8.3.2	'Fair Launch' Review .....	29
8.3.3	Payload Placement Review .....	29
8.3.4	Mobility Verification Review.....	29
8.3.5	Landing Site and Site of Interest Approval.....	29
8.3.6	Final Checkout .....	30
8.4	Access.....	30
8.5	Non-Disclosure .....	30
8.6	Conflict of Interest .....	30
8.7	Rulings and Judging .....	30

<b>EXHIBIT A - STANDARD TERMS AND CONDITIONS .....</b>	31
1    Definitions .....	31
2    TEAM Release and Waiver .....	31
2.1    Release .....	31
2.2    Waiver of California Civil Code Section 1542 .....	31
2.3    Survival .....	32
3    Individual TEAM Member Release and Waiver .....	32
3.1    Definition.....	32
3.2    TEAM Member Waiver.....	32
4    Representations and Warranties.....	32
4.1    TEAM Representations and Warranties.....	32
4.2    X PRIZE Representations and Warranties .....	33
5    Disclaimers, Exclusions and Limitations .....	33
5.1    DISCLAIMER OF WARRANTIES.....	33
5.2    EXCLUSION OF DAMAGES .....	33
5.3    LIMITATION OF LIABILITY .....	33
6    Insurance .....	33
6.1    Registration Interval General Liability Insurance .....	33
6.2    Mission Interval General Liability Insurance .....	34
6.3    Worker's Compensation Insurance.....	34
6.4    Volunteer's Accident Insurance .....	34
6.5    Disqualification.....	34
7    Intellectual Property.....	35
7.1    Definition.....	35
7.2    TEAM Members .....	35
7.3    Ownership of Intellectual Property.....	35
7.4    Ownership of Google Lunar X PRIZE.....	35
8    Intellectual Property Infringement .....	36
8.1    X PRIZE Intellectual Property and Sponsors Marks .....	36
9    Indemnification.....	37
9.1    Obligation.....	37
9.2    Notice .....	37
9.3    Defense .....	37
10    Term and Termination.....	37
10.1    Term .....	37
10.2    Disqualification.....	38
10.2.1    Breach of Agreement .....	38
10.2.2    Other Grounds for Disqualification .....	38
10.3    Cancellation of the Google Lunar X PRIZE .....	38
10.4    Effect of Termination .....	38
11    Confidentiality .....	39
11.1    Obligation of Confidentiality .....	39
11.2    Submissions.....	39
11.3    Permitted Use and Disclosure .....	39
11.4    Exceptions .....	39
11.5    Injunctive Relief.....	39

12	Dispute Resolution .....	40
12.1	Informal Dispute Resolution .....	40
12.2	Mediation.....	40
12.3	Disqualification, Cancellation and Legal Proceedings .....	40
13	General Provisions.....	41
13.1	Force Majeure.....	41
13.2	Notices .....	41
13.3	Entire Agreement .....	41
13.4	Relationship of the Parties .....	42
13.5	No Waiver .....	42
13.6	Headings.....	42
13.7	Severability.....	42
13.8	No Strict Construction.....	42
13.9	Assignment.....	42
13.10	Governing Law .....	42
13.11	Jurisdiction and Venue .....	43
13.12	Non-disparagement .....	43
13.13	Counterparts .....	43
13.14	Statute of Limitations.....	43
13.15	Survival .....	43
	<b>EXHIBIT B - TEAM MEMBER RELEASE &amp; WAIVER .....</b>	44

# 1 INTRODUCTION AND OVERVIEW

## 1.1 PURPOSE

It has been over 30 years since any human artifact has soft landed on the surface of the Moon. This means that nearly half of the Earth's population have never witnessed a live transmission from the surface of the Moon. New exploration plans made by space agencies around the world indicate that it could be another 10 years or more before the next government funded program will return human beings to the lunar surface. These missions will conduct great science and will expand the scope of human knowledge – but will come with correspondingly large price tags.

XPF, through its subsidiary, GLXP, seeks to create a new private race to the Moon that will engage and excite the global public while enabling the commercial exploration of space and dramatically reducing its cost. The Google Lunar X PRIZE (or, the "Competition") is expected to increase the connection that individuals around the world feel to space exploration, science, and education by taking advantage of new tools for the rapid and targeted distribution of information.

The Google Lunar X PRIZE is expected to inspire and educate individuals from around the world, attracting new enthusiasm, new investments, and new ideas to a field of exploration technology that has previously been the domain only of large public efforts. By reigniting a race to the Moon, the Competition is intended to engage a new generation, making lunar exploration not just a historical accomplishment, but a tangible and ongoing reality.

The Google Lunar X PRIZE is designed to accelerate technology developments supporting the commercial creation of multiple systems capable of reaching the lunar surface and performing operations over an extended period of time. The results of the Competition have the potential to facilitate cheaper access to the lunar surface via one or more new commercial platforms that can be used to test new space technologies. With space agencies from around the world planning extensive lunar exploration over the coming decades, numerous opportunities will exist for the use of these platforms in accomplishing new, diverse, and worldwide lunar exploration goals.

## 1.2 PRIZE OVERVIEW

The total purse ("Purse") of the Google Lunar X PRIZE is \$30,000,000 (thirty million U.S. Dollars), as described in the Terms and Conditions, subject to reduction as set forth in Section 2. To win the Google Lunar X PRIZE, a registered TEAM (hereinafter referred to as "TEAM") must successfully meet the conditions of the Agreement, including landing a privately funded vehicle (hereinafter referred to as "CRAFT") on the lunar surface that survives long enough to complete the mission goals of roaming for at least 500 meters and sending defined datasets, called "Mooncasts," back to Earth. The \$30,000,000 purse of the Competition is available until such point as any government rover mission successfully explores the lunar surface, at which time the purse of the Competition will be reduced to \$25,000,000, available through the end of the year 2015. Following 2015, the Competition may be terminated, modified, or extended at the sole discretion of XPF.

## 1.3 SCOPE OF THIS DOCUMENT

The purpose of this Agreement is to fully state the relationship between the X PRIZE Parties and TEAM. This Agreement includes a final and binding set of Rules and Requirements for the Google Lunar X PRIZE. Except as expressly set forth in herein, this Agreement does not extend beyond TEAM's activities related to the TEAM's Google Lunar X PRIZE effort.

This document may be revised at the sole discretion of XPF, effective upon written notice to TEAM. TEAM's continued participation in the Competition and waiver of its right to terminate in accordance with Section 3.4 constitutes acceptance of such new terms.

## **2 PRIZE PURSES**

### **2.1 GRAND PRIZE**

The Grand Prize will be awarded to the first TEAM to fully complete all Google Lunar X PRIZE Requirements, as described in this Agreement. The Grand Prize will have a value of \$20,000,000 (twenty million U.S. Dollars) if earned before such point as any government rover mission successfully explores the lunar surface. If no Prize has been awarded prior to that point in time, the Grand Prize will then have a value of \$15,000,000 (fifteen million U.S. Dollars) if earned by 11:59:59 PM Pacific Standard Time on December 31, 2015. Following December 31, 2015, the Grand Prize may be terminated or extended at the sole discretion of XPF.

### **2.2 SECOND PLACE PRIZE**

The Second Place Prize will be awarded to the second TEAM to fully complete the Google Lunar X PRIZE Requirements, as described in this Agreement. The Second Place Prize will have a value of \$5,000,000 (five million U.S. Dollars) if earned by 11:59:59 PM Pacific Standard Time at the end of December 31, 2015. Following December 31, 2015, the Second Place Prize may be terminated or extended at the sole discretion of XPF.

At the sole discretion of Google and XPF, if mutually agreed, the Second Place Prize may be awarded as an effective consolation paid out before the Grand Prize if a TEAM has met or exceeded the majority of the Google Lunar X PRIZE Mission Requirements, but has failed to fully complete the Google Lunar X PRIZE Mission Requirements. In order to be eligible, a TEAM must demonstrate that the failure to complete all of the Google Lunar X PRIZE Mission Requirements would have been unforeseen in the eyes of a reasonable contestant, and that the CRAFT was designed and built in an attempt to accomplish all of the Google Lunar X PRIZE Mission Requirements. For example, the Second Place Prize could be granted before the Grand Prize, leaving the Grand Prize still available, if a TEAM successfully lands the first ever privately funded CRAFT on the lunar surface and returns all or part of the required Arrival Mooncast to Earth, but experiences a mechanical failure that prevents the CRAFT from roaming the required 500 meters and/or transmitting the Mission Complete Mooncast.

Should the Second Place Prize be awarded as a consolation prize in this matter, it shall have a value of \$5,000,000 (five million U.S. Dollars). However, if the Grand Prize is not claimed prior to the expiration of the Google Lunar X PRIZE, an additional \$5,000,000 (five million U.S. Dollars) shall be awarded to the Second Place Prize winner.

The Second Place Prize may not be won by the Grand Prize winner, except in the case where Google and XPF have elected to award the Second Place Prize as a consolation prize prior to awarding the Grand Prize. In that case alone, the Second Place Prize TEAM may compete for the Grand Prize; if they should claim it, \$5,000,000 (five million U.S. Dollars) will be removed from the Grand Prize to create a new Third Place Prize, which may not be claimed by the same TEAM. In all other cases, the Grand Prize winner may not claim Second Place, nor may any other TEAM win Second Place with a substantially similar vehicle purchased, borrowed, copied, or licensed from the Grand Prize winner.

### **2.3 BONUS PRIZES**

A total of \$4,000,000 (four million U.S. Dollars) will be awarded to the TEAM or TEAMS that successfully complete Bonus requirements in addition to all of the Google Lunar X PRIZE Requirements, as described in the Agreement. Bonus Prizes will be awarded if the necessary requirements are met by 11:59:59 PM Pacific Standard Time at the

end of December 31, 2015. Following December 31, 2015, any Bonus Prizes may be terminated or extended at the sole discretion of XPF.

Bonus Prize requirements may be altered by XPF if Google or another sponsor elects, in its sole discretion, to offer additional purse Bonus Prize money.

At present, a total amount of purse money available for all of the Bonus Prize purses cumulatively is \$4,000,000 (four million U.S. Dollars). Should multiple Bonus prizes be won, no more than \$4,000,000 total in Bonus Prize purses shall be awarded unless Google, XPF, or another sponsor has, in their sole discretion, added additional money to this \$4,000,000 (four million U.S. Dollars) currently offered. If the amount of money allocated to any Bonus Prize purse, as described in the subsections 2.3.1 through 2.3.5 below, is no longer available at such point as said Bonus Prize is claimed, the TEAM will be awarded whatever funds remain in the total Bonus Prize purse pool. There shall be no obligation for any of the X PRIZE Parties to pay any remaining Bonus Prize purse. Heritage Bonus Prize

The Heritage Bonus Prize will be awarded to the first TEAM that returns to the Earth a Mooncast taken by a CRAFT or secondary vehicle after it has landed on the surface of the Moon that includes imagery and video of a historical artifact associated with a previous mission to the Moon other than the Apollo missions.

TEAMs wishing to attempt to win the Heritage Bonus Prize must receive approval of the Heritage Mission Plan from the Google Lunar X PRIZE Judging Panel prior to any movement made in pursuit of this Bonus by the CRAFT or secondary vehicle after landing on the lunar surface, in order to eliminate unnecessary risks to the historically significant Sites of Interest and in order to confirm that its proposed plan would meet the requirements of the Heritage Bonus Prize. These Sites of Interest include landing or crash sites of manmade space hardware such as Surveyor or Luna probes, Lunokhod rovers, the SMART-1 impact site, et cetera. Other Sites of Interest may be considered pending approval from the Google Lunar X PRIZE Judging Panel. The imaged artifact may be hardware or a significant product of a previous mission, such as a bootprint, and is subject to prior approval by the Google Lunar X PRIZE Judging Panel as part of the Heritage Mission Plan.

The value of this Heritage Bonus Prize purse shall be \$1,000,000 (one million U.S. Dollars), unless other Bonus Prize purses have previously been claimed. In such a case, the value of the Heritage Bonus Prize would depend on the remaining Bonus Prize funds, as described in Section 2.3.

### **2.3.1 APOLLO HERITAGE BONUS PRIZE**

The Apollo Heritage Bonus Prize will be awarded to the first TEAM that returns to the Earth a Mooncast taken by a CRAFT or secondary vehicle after it has landed on the surface of the Moon that includes imagery and video of an Apollo Site, a historical artifact associated with one of the Apollo missions to the lunar surface.

TEAMs wishing to attempt to win the Apollo Heritage Bonus Prize must receive approval of the Apollo Heritage Mission Plan from the Google Lunar X PRIZE Judging Panel prior to any movement made in pursuit of this Bonus by the CRAFT or secondary vehicle after landing on the lunar surface, in order to eliminate unnecessary risks to the historically significant Apollo Sites and in order to confirm that its proposed plan would meet the requirements of the Apollo Heritage Bonus Prize. These Apollo Sites include only the sites of the Apollo 11, Apollo 12, Apollo 14, Apollo 15, Apollo 16, and Apollo 17 missions. The imaged Apollo Site may be hardware or a significant product of a one of the above mentioned missions, such as a bootprint, and is subject to prior approval by the Google Lunar X PRIZE Judging Panel as part of the Apollo Heritage Mission Plan.

The value of this Apollo Heritage Bonus Prize purse shall be \$4,000,000 (four million U.S. Dollars), unless other Bonus Prize purses have previously been claimed. In such a case, the value of the Apollo Heritage Bonus Prize would depend on the remaining Bonus Prize funds, as described in Section 2.3.

### **2.3.2 WATER DETECTION BONUS PRIZE**

The Water Detection Bonus Prize will be awarded to the first TEAM that provides scientifically conclusive proof of the presence of water not generated or carried by the CRAFT, any secondary vehicle, or any previous mission on the Moon. The detection of water must be made from a vehicle that has landed on the surface of the Moon and must be featured in a peer-reviewed paper to the satisfaction of the Google Lunar X PRIZE Judging Panel.

The value of this Water Detection Bonus Prize purse shall be no less than \$4,000,000 (four million U.S. Dollars), unless other Bonus Prize purses have previously been claimed. In such a case, the value of the Water Detection Bonus Prize would depend on the remaining Bonus Prize funds, as described in Section 2.3.

### **2.3.3 RANGE BONUS PRIZE**

The Range Bonus Prize will be awarded to the first TEAM that moves its CRAFT or a secondary vehicle along the surface of the Moon for no less than 5 kilometers. This 5 kilometer journey is inclusive of the 500 meters already traveled to satisfy the baseline Google Lunar X PRIZE Mission Requirements. This journey may be completed on, above, or below the lunar surface, so long as all other Mission Requirements are met. This total distance traveled may be a straight line displacement, or may be a journey connecting a series of waypoints approved by the Google Lunar X PRIZE Judging Panel prior to movement. However, in all cases, the CRAFT or secondary vehicle must demonstrate the capability to move 5 kilometers in a straight line displacement, to the satisfaction of the Judging Panel.

The value of this Range Bonus Prize purse shall be no less than \$2,000,000 (two million U.S. Dollars), unless other Bonus Prize purses have previously been claimed. In such a case, the value of the Range Bonus Prize would depend on the remaining funds, as described in Section 2.3.

### **2.3.4 SURVIVAL BONUS PRIZE**

The Survival Bonus Prize will be awarded to the first TEAM that successfully operates its CRAFT or a secondary vehicle on two separate lunar days, performing the Mission Requirements detailed in Section 4 of this document on one lunar day, and a separate set of Survival Bonus Mission Requirements on a subsequent lunar day.

These Survival Bonus Mission Requirements include:

- Transmission of a Survival Mooncast including:
  - Panoramic photograph or photographs to yield a full 360° view of the location of the CRAFT or secondary vehicle that survived the lunar night, centered on or about the horizon and with a vertical dimension of no less than 60°;
  - A minimum of one self portrait Detail Image each for the CRAFT and any secondary vehicle that survived the lunar night, containing a substantial and recognizable portion of the CRAFT or Vehicle;
  - A minimum of one Image of the Logo Cluster;

- One video, provided by XPF, sent as the first pre-recorded video message to be delivered from the surface of the Moon after surviving the lunar night;
- One email, provided by XPF, sent as the first email to be delivered from the surface of the Moon after surviving the lunar night; and
- One text message, provided by XPF, sent as the first text message to be delivered from the surface of the Moon after surviving the lunar night.
- Delivery to the lunar surface of an additional 100 grams of Payload, to be provided by XPF along with the XPF Payload described in Section 4.5.

The value of this Survival Bonus Prize purse shall be no less than \$2,000,000 (two million U.S. Dollars), unless other Bonus Prize purses have previously been claimed. In such a case, the value of the Heritage Bonus Prize would depend on the remaining Bonus Prize funds, as described in Section 2.3.

## 2.4 DIVERSITY AWARD

The Diversity Award may be awarded to the TEAM that, in the opinion of a panel of experts to be assembled by Google and XPF, has made the greatest attempts to promote Diversity in the field of space exploration. In order to be considered for the Diversity Award, a TEAM must (a) have not withdrawn or been terminated or disqualified from the Competition; (b) be in existence as an active entity and a going concern; (c) be in compliance with this Agreement; and (d) have made significant technical progress towards the completing the Google Lunar X PRIZE Mission Requirements, to the extent the TEAM could, in the opinions of the expert panel, be reasonably expected to complete a lunar mission. A TEAM need not claim the Grand Prize, Second Place Prize, and/or any Bonus Prize in order to claim the Diversity Award.

In evaluating the Diversity Award, the panel of experts will consider factors including both the membership of the TEAM and the educational and outreach activities conducted by the TEAM between the date of the TEAM's registration and the conclusion of the program. All varieties of diversity will be considered, including ethnicity, age, gender, and educational background/profession. If the panel of experts finds that no Team has made a sufficiently significant attempt to promote diversity in the field of space exploration, determined at that panel's sole discretion, the Diversity Award will not be awarded.

The Diversity Award will have a value of \$1,000,000 (one million U.S. Dollars). A winner may be named on or around December, 2015.

## **3 REGISTRATION PROCESS**

### **3.1 REGISTRATION OVERVIEW**

Registration for the Google Lunar X PRIZE takes place in three parts, one of which is optional. These are:

#### **3.1.1 LETTER OF INTENT TO COMPETE**

TEAMS may submit a Letter of Intent to Compete which, when submitted along with a corresponding fee and accepted by XPF, allows potential TEAMS to indicate their intention to Register for and compete in the Google Lunar X PRIZE. The Letter of Intent to Compete must be accepted by XPF. The Letter of Intent to Compete is optional, and therefore is not required in order to complete Registration.

The application for the Letter of Intent to Compete may be obtained online by completing the brief form available at <http://www.googlelunarxprize.org>.

#### **3.1.2 REGISTRATION PACKAGE**

TEAMS must submit a Registration Package, along with the corresponding fee (“Registration Fee”), to indicate their intention to Register for and compete in the Google Lunar X PRIZE. This Registration Package will provide XPF with sufficient information to enroll the TEAM in the Google Lunar X PRIZE, and to provide certain benefits, including promotion of the TEAM as part of the Competition.

The Registration Package may be obtained online by completing the brief form available at <http://www.googlelunarxprize.org>.

#### **3.1.3 MASTER TEAM AGREEMENT**

TEAMS must sign a complete and unrevised Master TEAM Agreement, including, but not limited to, the Standard Terms and Conditions attached hereto, and each TEAM Member (as defined in the Standard Terms and Conditions) must sign (or, in limited circumstances pre-approved by XPF in writing, otherwise assent to) a complete and unrevised Release and Waiver attached as Exhibit B. This Agreement contains the final, binding rules of the Google Lunar X PRIZE (“Rules”). This Agreement may be revised at the sole discretion of XPF.

A TEAM is not eligible to compete or receive prizes unless and until TEAM signs an Agreement and receives a fully signed Agreement from XPF. A TEAM is not eligible to compete or receive prizes unless and until each TEAM Member has signed the Release and Waiver and delivered them to XPF.

## **3.2 ELIGIBILITY**

### **3.2.1 “ANY TEAM, ANY NATION” PRINCIPLE**

TEAMS from all countries and with any background are eligible to compete for the Google Lunar X PRIZE, including but not limited to small companies, not-for-profit foundations, and university TEAMS. XPF will work with all TEAMS to attempt to overcome any issues that may arise due to the international aspect of the Google Lunar X PRIZE. However, the ultimate responsibility for adherence with international and national laws resides with each TEAM. Prize payments shall be made in accordance with U.S. law and in U.S. Dollars, which may restrict or prohibit payment to TEAMS based or residing in countries subject to U.S. sanctions and may subject international TEAMS to U.S. taxes.

### **3.2.2 PRIVATELY FUNDED**

The TEAM must be privately funded, with at least 90% of the funds used to compete in the Google Lunar X PRIZE coming from private or non-governmental sources. TEAMs may sell goods or services to government entities for additional tasks, as determined by the Judging Panel, that are performed with or by the CRAFT or secondary vehicles, or for other services; provided that such purchases or sales are made in a commercially reasonable and open fashion and in a manner that does not constitute de facto funding, as determined by the Google Lunar X PRIZE Judging Panel in its sole discretion. In accordance with Section 8.3.1 of this Agreement, any revenue derived from these purchases or sales will not be counted against the maximum 10% public financing allotment. The TEAM shall provide certification to XPF that this requirement with respect to private funding has been met.

Due to the unique nature of potential university TEAMs, the Google Lunar X PRIZE Judging Panel will pay close attention to the Google Lunar X PRIZE principles of private funding in an effort to allow publicly supported universities and students to compete without direct governmental financing specific to Google Lunar X PRIZE efforts.

Notwithstanding the above, winnings earned as part of incentive prize programs such as the NASA Centennial Challenges or the Northrop Grumman Lunar Lander X PRIZE Challenge are not deemed "government funding," even when such prize purses are funded by a government.

### **3.2.3 PURCHASED HARDWARE**

The TEAM may not purchase heritage hardware when such hardware is unique and non-reproducible, except in such cases where more advanced equivalents are commercially available. This includes purchase of preexisting hardware from resources such as museums, space agencies, or defunct companies. TEAMs shall demonstrate to the Google Lunar X PRIZE Judging Panel that all systems and system components are generally available for purchase in large quantities by other TEAMs or are easily reproducible or replaceable, and that their purchase or acquisition was conducted in a commercially reasonable, open, and nonexclusive fashion.

### **3.2.4 USE OF GOVERNMENT RESOURCES**

TEAMs are permitted to use or pay for the use of any governmental facilities, personnel, hardware, or information previously developed by a government organization, if access to the above listed is available on a reasonably open, cooperative, nonexclusive, and reimbursable basis to other TEAMs.

Government personnel are allowed to work for a TEAM so long as they are working outside of the scope of their government employment.

TEAMs are permitted to use government resources that do not meet these requirements, but these resources will be considered public funding and will count against the maximum 10% public financing allotment described in Section 3.2.2. The Judging Panel will determine, in its sole discretion, the value of such resources.

### **3.2.5 ETHICS COMMITMENT**

XPF employees and their families may neither participate in, nor have a financial interest in the Google Lunar X PRIZE TEAMs. XPF and the TEAM acknowledge that certain members of the XPF Board of Trustees or of the XPF Vision Circle, that are not employees of XPF, may elect to use their corporate or personal funds or resources to promote, fund, or run at their discretion a Registered TEAM or TEAMs of their choosing. Such members of the XPF Board of Trustees or XPF Vision Circle have no influence over Competition-related decisions nor access to non-public information about the Competition.

### **3.3 APPROVAL**

Registration must be approved by XPF. Registration Packages will be reviewed by XPF for completeness and for compliance with the principles and Rules of the Google Lunar X PRIZE using all available information. XPF shall attempt to issue an acceptance or rejection of each Registration Package within 60 days after receipt of the complete Registration Package. XPF may, at its sole discretion, pose additional questions or requests for clarification to supplement the Registration Package as part of its evaluation. All rejection or acceptance decisions made by XPF shall be final and in its sole and absolute discretion. If a TEAM's Registration is rejected, the submitting TEAM may reapply for Registration.

### **3.4 WITHDRAWAL FROM COMPETITION**

A TEAM may withdraw from the Google Lunar X PRIZE by written notice to XPF.

### **3.5 REGISTRATION FEE REFUND**

The Registration Fee shall not be refundable once a TEAM has signed this Agreement, except in such cases where a) XPF, in its sole discretion, makes a substantial modification to the Rules of the competition that, in the sole discretion of the Judging Panel, impedes with the TEAM's good faith efforts to claim the PRIZE, b) that TEAM withdraws within ten (10) business days following the publication of such change citing as the reason for withdrawal the rule change, and c) that TEAM has not submitted a Notification of Launch Attempt. In that case only, the TEAM shall be entitled to a full refund of the Registration Fee. However, the Registration Fee shall not be refundable under any circumstances once the TEAM has submitted a Notification of Launch Attempt.

## **4 MISSION REQUIREMENTS**

### **4.1 LANDING**

The TEAM must land its CRAFT on the surface of the Moon. In order to eliminate unnecessary risks to historically or scientifically significant sites on the lunar surface, all TEAMS shall obtain prior approval from the Google Lunar X PRIZE Judging Panel of the proposed lunar landing site. Such approval may be sought by the TEAM at any point after submission of an executed Agreement and after XPF's selection of the members of the Judging Panel. A response from the Judging Panel will be provided within 45 days of receipt of a complete plan. Any subsequent modifications must also be approved by the Judging Panel.

### **4.2 MOBILITY**

The CRAFT or a single secondary vehicle carried by the CRAFT must move a distance of at least 500 meters along the surface of the Moon in a deliberate manner. This journey may be completed on, above, or below the lunar surface, so long as all other Mission Requirements are met. This total distance traveled may be a straight line displacement, or may be a journey connecting a series of waypoints approved by the Google Lunar X PRIZE Judging Panel prior to movement. However, in all cases, the CRAFT must demonstrate the capability to move 500 meters in a straight line displacement, to the satisfaction of the Judging Panel.

The TEAM shall submit a Mobility Verification Plan to the Judging Panel prior to launch detailing the initial expectations of the journey, as well as the methods used to verify the journey's length. These methods must be accurate to within 5 meters or less over the length of the 500 meter journey.

### **4.3 “MOONCAST” TRANSMISSION**

The CRAFT or a secondary vehicle shall transmit from the surface of the Moon two “Mooncasts”—an “Arrival Mooncast” and a “Mission Complete Mooncast,” both defined below—for delivery to XPF. A “Mooncast” is a minimum dataset that must be transmitted back to Earth from the CRAFT and/or secondary vehicle after landing on the surface of the Moon. Transmission of the Mooncast must be done in accordance with Section 5.11.3 of this Agreement.

#### **4.3.1 MOONCAST QUALITY**

##### **4.3.1.1 IMAGE QUALITY**

Images shall be of sufficiently high quality to show their intended contents in a clear and recognizable fashion. TEAMS shall perform a ground demonstration prior to launch to demonstrate acceptable quality. An example of a high quality image is one that meets or exceeds the following attributes after decompression:

- Quantization: Minimum of eight (8) bits per pixel per color;
- A signal to noise ratio of 50:1 for a scene of albedo approximately equal to 0.1;
- Minimum Resolution: 0.3 milliradians/pixel;
- In color;
- White balanced for color correction;

- Logos clearly legible, where applicable;
- Reasonable illumination; and
- Reasonable contrast at the pixel level, such as would be provided with a system Sagittal and Meridional Modulation Transfer function of 40% in the entire focal plane for the entire spectral range at the Nyquist frequency.

Samples of acceptable quality images will be furnished upon reasonable request.

#### 4.3.1.2 VIDEO QUALITY

All Videos shall be of sufficiently high quality to show their intended contents in a clear and recognizable fashion. All videos shall also display content in as dynamic a format as reasonably possible, to clearly differentiate the videos from still photography. TEAMs shall perform a ground demonstration prior to launch to demonstrate acceptable quality. An example of a high quality video is one that meets the following attributes after decompression:

- Frame rate appropriate to the action in the frame, and which results in smooth motion;
- In color;
- White balanced for color correction;
- Near Real Time Video shall have the following attributes after processing:
  - Transmitted to Earth and delivered to XPF as a high priority communication made at the earliest feasible moment, as agreed to by XPF;
  - Resolution: 320 x 240 or better; and
- High Definition (HD) video shall have the following attributes after processing:
  - Resolution: 1280 x 720 progressive scan (720p).

Samples of acceptable quality videos will be furnished upon reasonable request.

#### 4.3.2 ARRIVAL MOONCAST CONTENT

The Arrival Mooncast is the first of two required minimum datasets that must be transmitted from the surface of the Moon and delivered to XPF. The contents of the Arrival Mooncast shall detail the CRAFT's arrival on and initial exploration of the lunar surface.

The TEAM shall submit a Mooncast Content Plan detailing the expected content of Arrival Mooncast no later than 180 days prior to launch. TEAMs are encouraged to work with XPF well prior to this deadline to streamline the acceptance process. A sample of an acceptable Arrival Mooncast Content Plan will be provided by XPF upon reasonable request. The Arrival Mooncast shall contain, at minimum:

- At least eight (8) minutes of dynamic video, to be broadcast as both Near Real Time and as High Definition video;

- Transmitted as a high priority item at the earliest possible opportunity, in a quality no worse than that described above as the minimum standard for Near Real Time video, defined above;
  - Transmitted before completion of the mission in High Definition, as defined above;
  - The High Definition video and the Near Real Time video may be sent as a single transmission so long as the requirements for both are met;
- Panoramic photograph or photographs to yield a full 360° view of the landing site, which clearly include the horizon, and with a vertical dimension of no less than 60°;
- A minimum of one self portrait Image each for the CRAFT and any secondary vehicle, containing a substantial and recognizable portion of the CRAFT or Vehicle;
- A sufficient number of Images and Videos to meet the requirements for imaging of the Logo Cluster and the XPF Payload;
- One video, provided by XPF as part of the XPF Data Set Aside described in Section 4.3.4, sent as the first pre-recorded video message to be delivered from the surface of the Moon;
- One email, provided by XPF as part of the XPF Data Set Aside described in Section 4.3.4, sent as the first email to be delivered from the surface of the Moon; and
- One text message, provided by XPF as part of the XPF Data Set Aside described in Section 4.3.4, sent as the first text message to be delivered from the surface of the Moon.

TEAMS may elect to use a Standard Mooncast Content Plan, provided by XPF, or to provide a new Mooncast Content Plan, subject to approval by the Judging Panel.

#### **4.3.3 MISSION COMPLETE MOONCAST CONTENT**

The Mission Complete Mooncast is the second of two required minimum data sets that must be transmitted from the surface of the Moon and delivered to XPF. The contents of the Mission Complete Mooncast shall detail the CRAFT's exploration of the lunar surface and the final completion of the Google Lunar X PRIZE Mission Requirements.

The TEAM shall submit a Mooncast Content Plan detailing the expected content of Mission Complete Mooncast no later than 180 days prior to launch. TEAMS are encouraged to work with XPF in advance of this deadline to streamline the acceptance process. A sample of an acceptable Mission Complete Mooncast Content Plan will be provided by XPF upon request. The Mission Complete Mooncast shall contain, at minimum:

- At least eight (8) minutes of dynamic video, including some taken while the CRAFT or secondary vehicle is in motion, to be broadcast as both Near Real Time and as High Definition video;
  - Transmitted as a high priority item at the earliest possible opportunity, in a quality no worse than that described above as the minimum standard for Near Real Time video, defined above;
  - Transmitted before completion of the mission in High Definition, as defined above;
  - The High Definition video and the Near Real Time video may be sent as a single transmission so long as the requirements for both are met;

- Panoramic photograph or photographs to yield a full 360° view of the CRAFT or secondary vehicle's location at the end of the 500 meter journey, centered on or about the horizon and with a vertical dimension of no less than 60°;
- A minimum of one self portrait Image each for the CRAFT and any secondary vehicle visible from the end of the 500 meter journey, containing a substantial and recognizable portion of the CRAFT or Vehicle; and
- A sufficient number of Images and Videos to meet the requirements for imaging of the Logo Cluster.

TEAMS may elect to use a Standard Mooncast Content Plan, provided by XPF, or to provide a new Mooncast Content Plan, subject to approval by the Judging Panel.

#### **4.3.4 XPF SET ASIDES**

XPF reserves 10 MB of data to be transmitted from the CRAFT or secondary vehicle while on the surface of the Moon. This data shall be provided to TEAM no later than 6 weeks prior to launch for integration with the CRAFT. TEAMS are encouraged to work with XPF well prior to this deadline to streamline the data transfer process. Data will include:

- Video message to be sent as the first video greeting sent from the surface of the Moon;
- Audio track to be sent accompanying the video shot on the surface of the Moon;
- Email message to be sent as the first email message sent from the surface of the Moon; and
- Text message to be sent as the first text message sent from the surface of the Moon.

### **4.4 DATA UPLINK**

The TEAM must transmit to the CRAFT while on the surface of the Moon as much as 10 MB of data provided by XPF for later transmission back to Earth. This transmission and retransmission may occur at any point during the course of the CRAFT's lunar mission, as determined by TEAM, subject to prior written consent from XPF.

### **4.5 PAYLOAD**

The CRAFT must carry a payload or set of payloads collectively referred to as the "XPF Payload" to the surface of the Moon. The XPF Payload will be produced by XPF. Technical drawings and specifications of the XPF Payload item or items will be provided no later than December 31, 2010. The XPF Payload may include plaques and other systems that must be carried on the exterior of the CRAFT. The X PRIZE Parties shall use reasonable efforts to ensure that the XPF Payload poses the minimum practical risk to the Mission and complies with ITAR and other applicable Laws (as each term is defined in Section 5.1).

The mass of the XPF Payload shall be calculated according to the mass of the mobile CRAFT or secondary vehicle that carries the XPF Payload, and shall constitute 1% of that CRAFT or secondary vehicle's dry mass. In no case shall the mass of the XPF Payload be less than 100 grams or more than 500 grams.

TEAMS must submit a Payload Placement Plan to XPF no later than 180 days prior to launch. TEAMS are encouraged to work with XPF in advance of this deadline to streamline the acceptance process. The XPF Payload may not be subdivided into smaller volumes without prior written consent from XPF.

## 5 TEAM REQUIREMENTS

### 5.1 COMPLIANCE WITH LAWS AND REGULATIONS

TEAMS must adhere to all applicable local, regional, national, and international laws, orders, directives, ordinances, treaties, rules, and regulations, whether effective before or after the effective date of this Agreement ("Laws") for all aspects of the project, from purchasing of components to the launch and operation of the CRAFT. TEAMS are responsible for acquiring the appropriate licenses, waivers, and/or permits from the applicable regulatory bodies or other applicable third parties. XPF shall in no way be responsible for providing to TEAMS any advice or counsel, legal or otherwise, with regard thereto.

In particular, TEAMS are each obligated to comply with U.S. export control and sanctions regulations pertaining to their own exports from the United States of controlled information, services, software, and products. This includes the requirement in the International Traffic in Arms Regulations ("ITAR") to get the permission of the U.S. State Department to release to foreign persons in the United States or anyone outside the United States technical data or defense services directly related to spacecraft, including rovers, and all parts and components specially designed therefor. See, e.g., 22 C.F.R. sec. 121.1, USML Category XV. XPF takes no position on or responsibility for the determination of whether any particular activity is export controlled and encourages all participants to seek their own counsel with respect how the requirements of the ITAR and other export control rules affect their participation in and activities related to the Competition.

In addition, XPF reserves the right to remove any blog posting or other online content about which credible information is provided that suggests the posting contains information that requires authorization from the U.S. Government to post. XPF, in its sole discretion, may require the posting entity to provide written evidence that a questionable posting is authorized under existing regulations or has been specifically authorized by the U.S. Government or other relevant bodies.

### 5.2 REPORTING

On a quarterly basis, TEAMS shall provide to XPF an update on TEAM progress. Using a provided form, TEAMS shall update XPF on major TEAM developments, sponsorships, and investments to date.

### 5.3 PUBLIC RELATIONS

TEAMS must fulfill public relations activities, as described herein, in order to provide continuous information to the public regarding the PRIZE, the TEAM's story, and the TEAM's progress. TEAMS must comply with the terms of this Agreement, including, without limitation, applicable Law, in doing so. TEAMS shall use good faith efforts to jointly coordinate all publicity and press releases regarding the Google Lunar X PRIZE. XPF retains the right to introduce approval requirements for pending press releases.

#### 5.3.1 PUBLIC OUTREACH LIAISON

The TEAM shall name a volunteer or paid embedded communications specialist local to the TEAMS headquarters, production facilities, or launch site. This Public Outreach Liaison will be expected to fulfill or help fulfill many of the Public Relations Requirements detailed in this Section, including the Blogging and Video requirements below, and as such should be familiar with and able to competently discuss TEAM activities and plans.

### **5.3.2 BLOGGING AND VIDEO**

The Public Outreach Liaison or other TEAM member or members shall publish a minimum of one blog per week to an XPF-designated website or XPF-designated Blogger account.

TEAMS shall also provide online streaming videos, posted to an XPF-designated website or XPF-designated YouTube account with a minimum cumulative duration of 45 minutes over each calendar quarter. TEAMS shall publish a minimum of 3 discrete, substantively different videos per month. TEAMS are permitted to post but not publish video pieces in advance, with video pieces counting towards monthly totals only in the month in which the video is published. Upon reasonable request, video shall be provided to XPF and its Partners in its original format.

### **5.3.3 CRAFT GRAPHICS**

The TEAM shall provide to XPF regularly updated, labeled graphics showing the CRAFT and related hardware for the purposes of education and promotion of the TEAM and the Google Lunar X PRIZE. Additionally, the TEAM shall provide details to XPF to assist with the creation of mock-ups of the CRAFT and related hardware.

### **5.3.4 PUBLIC APPEARANCES**

#### **5.3.4.1 EDUCATIONAL EVENTS**

TEAMS shall send representatives to appear as spokespeople, judges, or attendees for Google Lunar X PRIZE-related public education and outreach events at the request of XPF. TEAMS are encouraged to attend as many of these as possible, and may be required to attend as many as one per year, and shall do so at its own expense.

TEAMS may be required to send CRAFT or reasonable mock-up thereof to appear at one Google Lunar X PRIZE-related public education and outreach event per year at TEAM's expense. Alternatively, TEAM must assist XPF in the creation of such mock-ups upon request from XPF.

#### **5.3.4.2 AWARD CEREMONIES AND POST-VICTORY EVENTS**

TEAMS awarded any Google Lunar X PRIZE purse are required to send the TEAM leader to XPF events after being declared a winner. XPF shall provide a notional schedule of such events after receiving a Notification of Launch Attempt. These events shall include, but are not limited to:

- Google Lunar X PRIZE Award Ceremony: an approximately two-day commitment to occur within 90 days of prize victory. Attendance for the TEAM Leader will be at XPF's expense; attendance by other TEAM members will be at the TEAM's expense.
- Google Lunar X PRIZE post-award tour or speaking engagements: a series of as many as 10 appearances to be jointly coordinated, and occurring within the 12 month period following the Google Lunar X PRIZE Award Ceremony. Attendance for the TEAM Leader will be at XPF's expense; attendance by other TEAM members will be at the TEAM's expense.

## **5.4 NAMING OF CRAFT**

Subject to the Standard Terms and Conditions, TEAMS shall name their CRAFT and retain all rights to the name of their CRAFT, subject to obtaining prior approval from XPF as to such name to prevent conflict with the goals of the PRIZE and reputation of XPF and Competition sponsors.

## **5.5 LOGO PLACEMENTS**

TEAMS shall display certain Google Lunar X PRIZE logos as specified by XPF, which may be physically affixed to each CRAFT or digitally imposed on the CRAFT during post-production of media related to the Competition (“Logos”). As each CRAFT will have a different design, the actual placement on a CRAFT will be considered on a case-by-case basis. Each TEAM shall work with the XPF to evaluate Logo placement on the CRAFT. XPF reserves the right to put Logos on all hardware of Registered TEAMS, including, but not limited to, CRAFTs, as well as launch facilities, launch vehicles, explorers, secondary vehicles, TEAM uniforms, and other relevant equipment on which the TEAM has or sells Logo space or similar signage. The Logos and the Logo space reserved to XPF hereunder will have primary placement in all pre-flight, launch, and landing video and broadband streams.

The TEAM shall submit a “Logo Placement Plan” indicating desired size and placement of TEAM, TEAM sponsor, and XPF-provided physical and digital Logos no later than 12 months prior to launch attempt. The Logos must be in imageable locations, and must account for 50% of available, imageable Logo space on the CRAFT and all relevant Logo-carrying vehicles and facilities. In no case shall the TEAM display no Logos, even if the TEAM elects not to display Logos of its own or its own sponsor. XPF shall provide physical Google Lunar X PRIZE Logos to the TEAM, or work with the TEAM to create the Google Lunar X PRIZE Logos, upon receipt of the Notification of Launch Attempt. Acceptable sample Logo Placement Plans are available upon reasonable request.

## **5.6 SPONSORSHIPS**

TEAMS shall provide notice of pending sponsorships or other relationships that will require Logo space or team name changes no later than 15 days prior to the execution of any sponsorship agreement. TEAMS shall not enter into sponsorship agreements without the prior written approval of the X PRIZE Parties; provided, however, that XPF may deny a sponsorship agreement if and only if the proposed agreement: (i) would cause TEAM to breach any term of this Agreement; (ii) would require unsuitable advertising including but not limited to any advertising that depicts, describes, implies, or promotes sexually explicit matters; libelous or illegal matters; violence; racial, sexual or other types of discrimination; or infringes on the intellectual property rights of XPF, Google, or any third parties; or (iii) interferes with any sponsorship associated with the Google Lunar X PRIZE Bonus Prizes.

## **5.7 TEAM SUMMITS**

TEAMS shall be required to send a knowledgeable representative to a minimum of one TEAM Summit per year at the TEAM’s expense. At these Summits, XPF will provide TEAMS with necessary information, review progress, and discuss any key issues.

## **5.8 ACCESS TO FACILITIES AND INFORMATION**

TEAMS shall permit XPF and the Google Lunar X PRIZE Judging Panel sufficient physical and virtual access to the TEAM’s facilities and information relevant to the TEAM’s participation in the Google Lunar X PRIZE, upon reasonable prior notice, on or prior to the proposed launch date submitted in the Notification of Launch Attempt package. TEAMS shall provide reasonable assistance and cooperation with regards to understanding all documentation, plans, materials, and technology (including the TEAM’s launch vehicle) that is reasonably necessary for the judging of rules compliance or content capture. XPF will use best efforts to accommodate reasonable requests of the TEAMS in order to respect the TEAM’s intellectual property and regulatory compliance obligations.

## **5.9 LAUNCH VEHICLE**

The TEAM shall produce its own launch vehicle, or shall secure any launch vehicle via a commercial purchase that is fair and repeatable, including contracts with Preferred Launch Partners. All TEAMS must submit a Launch Plan, which must be approved by the Google Lunar X PRIZE Judging Panel, and which demonstrates that the launch is commercially reasonable. Additionally, TEAMS shall submit a notification of execution of any Launch Contract to XPF, to be kept confidential by XPF. Such notification shall include a summary of the relevant terms of the contract. Launch on government-owned or government-developed launch vehicles shall be permitted, so long as the launch contract is commercially reasonable, in the judgment of Google Lunar X PRIZE Judging Panel.

## **5.10 LAUNCH**

The TEAM shall disclose to XPF its intent to attempt to launch no later than 180 days prior to a TEAM's scheduled launch date via the Notification of Launch Attempt package provided by XPF (such disclosure being the "Notification of Launch Attempt"). XPF will treat TEAM's launch as Confidential Information (as defined in the Standard Terms and Conditions) until 3 months prior to the scheduled date, if desired by the TEAM, after which time XPF will announce and promote the TEAM's launch attempt. TEAMS shall notify XPF at the earliest opportunity of any launch delays.

TEAM shall use commercially reasonable best efforts to provide XPF and its Partners access to the Launch Facility and to relevant video and data feeds covering the launch and related activities. A Launch Site Access Plan, based on a template to be provided by XPF upon reasonable request, shall be submitted for review to the Google Lunar X PRIZE Judging Panel no later than 180 days prior to launch. XPF will use reasonable efforts to work with the TEAMS in order to respect TEAM's intellectual property and regulatory compliance.

## **5.11 COMMUNICATION**

### **5.11.1 COMMUNICATIONS OVERVIEW**

The TEAM shall be responsible for all communications with the CRAFT and any other related vehicles throughout the length of mission. TEAMS may use existing communications architectures, including Preferred Communications Partners, but are not obliged to do so. TEAMS may use any frequency band, so long as appropriate licenses or other permissions are obtained.

TEAMS shall provide XPF access to all communications relevant to the TEAM's participation in the Google Lunar X PRIZE, including telemetry from the CRAFT and associated vehicles during launch, flight to the Moon, and lunar surface operations, unless prior agreement is obtained from XPF. XPF will work with the TEAMS in order to respect TEAM's intellectual property and regulatory compliance.

### **5.11.2 DATA DELIVERY TO XPF SERVERS**

The TEAM shall provide all data related to the Mooncast and fulfillment of the Google Lunar X PRIZE Mission Requirements to XPF servers in a useable fashion. XPF shall use reasonable efforts to provide an opportunity for the TEAM to conduct a test of such data delivery prior to launch, if desired.

### **5.11.3 EXCLUSIVITY OF CONTENT**

The TEAM shall make the provision of any data related to the Mooncast and fulfillment of the Google Lunar X PRIZE Mission Requirements exclusive to XPF and XPF-identified partners into perpetuity. TEAMS shall use encryption and/or any other DRM technology as is necessary to ensure this exclusivity.

## 6 RIGHTS

### 6.1 INTELLECTUAL PROPERTY

Subject to the provisions below, the TEAM owns all rights in and to all of the TEAM's Intellectual Property associated with the design, manufacture, and operation for purposes unrelated to the Competition of CRAFT, secondary vehicles, and subsystems, except as defined below. Nothing contained herein shall be construed as granting any proprietary rights, by license or otherwise, to XPF with respect to such property, except as defined in this Agreement. If XPF requires use of any TEAM Intellectual Property not covered by the grants of rights below in its production of media content or for advertising or promotional purposes, XPF shall submit a request to the TEAM for permission to use such materials for such purposes of producing media content. The TEAM agrees not to unreasonably withhold, condition, or delay approval for XPF to use the TEAM Intellectual Property for production of media content and not to withhold permission for advertising or promotional use. Upon such approval (or if approval is not denied within three (3) days of a request), TEAM shall and hereby does grant the X PRIZE Parties an irrevocable, royalty-free, worldwide, perpetual, sublicensable right and license to Exploit the TEAM's Intellectual Property.

### 6.2 COMPETITION MEDIA RIGHTS

"Media Rights" are the rights to Exploit, in all manner and media now known or hereafter created, Intellectual Property, whether pre-existing or developed during the Competition, based on the Competition, TEAMS, participants, missions, and events of the Google Lunar X PRIZE. Such Intellectual Property is referred to as "Competition Media" in this Agreement. Ownership and right to Exploit Media Rights is assigned according to the period of time in which the applicable media is recorded and/or produced. These periods of time are: (1) the "Registration Interval," which consists of the period of time between the acceptance of a TEAM's application and the acceptance of a TEAM's Notification of Launch Attempt, as described in Section 5.10; and (2) the "Mission Interval," which consists of a period of time between the acceptance of a TEAM's Notification of Launch Attempt, as described in Section 5.10, and the TEAM's victory of a Prize and participation in an Award Ceremony, as described in Section 5.3.4.2, the TEAM's withdrawal from the Competition, or the expiration of the PRIZE.

XPF shall engage an agency (the "Agent") that is expert in the packaging and sale of television, on-line, documentary, and other Media Rights to sell or license those media controlled by XPF, as described below. The Agent will be under contract to XPF. XPF will report on a regular basis (no less than twice per year, beginning on or around August 1, 2010) to all registered TEAMS on the status of all activity and sales.

#### 6.2.1 REGISTRATION INTERVAL

Except as otherwise set forth in this Agreement, each TEAM shall retain an irrevocable, perpetual, world-wide, royalty-free, sublicensable right and the right to license the right to Exploit all audio, video, or photographic material captured or created by the TEAM and/or its partners and related to the TEAM's inclusion in the Google Lunar X PRIZE captured within the Registration Interval ("TEAM Content"). However, all such media must remain in full compliance with restrictions upon the use of XPF Marks and the Marks of Google or other PRIZE partners as appropriate and otherwise in accordance with the Standard Terms and Conditions of this Agreement. Additionally, such media shall not be used in an attempt to disparage, defame, or otherwise injure XPF or other TEAMS.

TEAM shall, and hereby does, grant XPF the perpetual, sublicensable, worldwide, irrevocable, royalty-free, non-exclusive right and right to license the right to Exploit the TEAM Content in all manner and media now known or

hereafter created, including, without limitation, for purposes of promotion or marketing. These rights shall extend to, but shall not be limited to, usage of raw TEAM Content collected during the Registration Interval for use on YouTube or other media distribution channels.

XPF shall retain the right to request access to any and all TEAM facilities or events for the purposes of the capture of media for later usage; these requests shall not be unreasonably denied or delayed. TEAM shall use best efforts to ensure that its agreements with its sponsors or other third parties permit such access. Additionally, and notwithstanding anything to the contrary, XPF shall retain all rights and title in and to any and all audio, video, photographic, or other material created by, or on the behalf of, the X PRIZE Parties or its agent and assignees during the Registration Interval or otherwise. XPF shall have the right, exercisable in its sole discretion, to sell, assign, license, transfer or other otherwise Exploit its rights and title in and to such audio, video, photographic, or other material in any manner. TEAMs shall retain the right to request royalty-free usage of such material as is pertinent to their 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.

#### 6.2.2 MISSION INTERVAL

Except as otherwise expressly set forth in this Agreement, XPF shall own the exclusive, irrevocable, perpetual, world-wide, royalty-free, exclusive, sublicensable right and has the right to license the right to capture and Exploit all audio, video, or photographic material related to the Google Lunar X PRIZE and the story of each TEAM's role therein recorded during the Mission Interval (the "Mission Interval Content"). The Mission Interval Content shall also include right and license as specified above to Exploit all video blogs, as required in Section 5.3.2, produced during the Mission Interval. Each party considers the Mission Interval Content to be a work made for hire for the benefit of XPF. TEAM acknowledges and agrees that the Mission Interval Content (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of XPF. If XPF does not Exploit the Mission Interval Content in a given medium, XPF will, in good faith, consider any written proposal by TEAM to do so.

If for any reason the Mission Interval Content would not be considered a work made for hire under applicable law, TEAM does hereby assign, convey, and transfer to XPF, its successors and assigns, the entire right, title, and interest in and to the copyright in the Mission Interval Content and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Mission Interval Content, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

If the Mission Interval Content is subject to 17 U.S.C. 106A or similar statute or provision of law, TEAM hereby irrevocably waives all rights under such section and irrevocably appoints XPF as its agent to assert on the TEAM's behalf the TEAM's moral rights or any equivalent rights regarding the form or extent of any alteration to the Mission Interval Content (including, without limitation, removal or destruction) or the making of any derivative works based on the Mission Interval Content, including, without limitation, photographs, drawings or other visual reproductions or the Work, in any medium, for XPF's purposes.

The TEAM agrees to execute all papers and to perform proper acts as XPF may deem necessary to secure for XPF or its designee the rights herein assigned or granted, including, without limitation, any third-party consents that may

be necessary to Exploit Media Rights. Further, TEAM appoints XPF as TEAM's attorney-in-fact to do all of the foregoing, such appointment being coupled with an interest.

As it determines in its sole discretion, XPF will release certain limited rights to TEAMs to allow them the ability to recruit and activate TEAM sponsorships, provide short video news releases, communicate internally to the TEAM, perform TEAM engineering work, and recruit TEAM employees or investors. Additionally, each TEAM may request audio, video, or photographic material releases from XPF for such purposes; such requests will not be unreasonably denied.

XPF shall also own the irrevocable, perpetual, world-wide, royalty-free, exclusive, sublicensable rights and the right to license the rights to all video and imagery, regardless of its inclusion in the Google Lunar X PRIZE Mission Requirements, taken from the launch site, mission control center(s), or spacecraft(s) by XPF, its Partners, or the TEAM over a period of time beginning upon submission of the Notification of Launch Attempt (see Section 5.10) and ending after the completion of all Mission Requirements, including any relevant Bonus Mission Requirements, as verified by the Google Lunar X PRIZE Judging Panel. This collection of rights and licenses shall include any media captured around or during award ceremonies, as mentioned in Section 5.3.4.2. Additionally, this package of rights and licenses shall include exclusive licensing of all video and imagery set forth in the Google Lunar X PRIZE Mission Requirements, including Bonus PRIZE requirements, regardless of when said imagery or photography is taken. The sole exception to this inclusion shall be any scientific data produced outside of the requirements of the Google Lunar X PRIZE Mission Requirements.

The right to "Exploit", as used above, shall include: the right to use, copy, sublicense, modify, transmit, display, distribute, perform, make, sell, import, export, and otherwise exploit in any manner or medium whatsoever, existing now or in the future, all copyrights, 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, comic book, comic strip, newspaper comics, "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 Google Lunar X PRIZE or the story of the Google Lunar X PRIZE). The right to Exploit shall include all rights and title in and to any and all audio, video, or photographic material created by, or on the behalf of, XPF or its agent and assignees. XPF shall have the right, exercisable in its sole discretion, to sell, assign, license, transfer or other otherwise dispose of its rights and title in and to such audio, video, and photographic material in any manner or medium existing now or developed in the future.

### 6.2.3 MEDIA RIGHTS REVENUE SHARING

The X PRIZE Parties shall share with TEAMs all media revenues net of its expenses associated with the formulation of these media deals and of expenses associated with the production and distribution of any Competition Media, with TEAMs receiving 65.2% ("TEAM Share") of the total net media revenue.

The TEAM Share shall be apportioned as follows: (i) Grand Prize Winner: 50% of the TEAM Share; (ii) Second Place Prize Winner: 25% of the TEAM Share; and (iii) remaining "eligible" TEAMs: 25% of the TEAM Share, divided equally between or among them. To be deemed "eligible," a TEAM must, at the time that payment is to be made: (a) have not withdrawn or been terminated or disqualified from the Competition; (b) be in existence as an active entity and a going concern; and (c) be in compliance with this Agreement. Should the Grand Prize or Second Place

Prize not be awarded, 50% of the unclaimed portion or portions of the revenue shall be allocated to the TEAM Share.

Notwithstanding anything to the contrary in this Agreement or otherwise, the X PRIZE Parties will have: (i) no obligation to exploit Competition Media for commercial (i.e., revenue-generating) purposes and (ii) the unfettered right to use Competition Media for purposes of advertising, promotion, and promoting the mission of XPF, irrespective of whether such use generates revenue. Further, if the X PRIZE Parties Exploit Competition Media in a medium featuring one or more other subject(s) in addition to the Competition, but whose primary subject is not the Competition, it shall have the right to allocate revenues received from such media in a manner that differs from that above, as it deems appropriate in its reasonable discretion.

#### **6.2.4 PROMOTION OF GOOGLE LUNAR X PRIZE AND OF TEAMS**

XPF will use reasonable efforts through its public relations abilities to promote the Google Lunar X PRIZE and all registered TEAMS via media agreements with a variety of partners. The goal of this effort is to maximize visibility of the Google Lunar X PRIZE, TEAMS, and all sponsors within the constraints of any media deals negotiated by the Agent and to otherwise further the mission of XPF. XPF shall use reasonable efforts to accommodate TEAM's requests for use of the Intellectual Property of the X PRIZE Parties.

### **6.3 USE OF MARKS**

Except as expressly set forth in this Agreement, the TEAM shall not use the names, trademarks, copyrights, Logos, insignias or similar intellectual property of XPF, Google, or other Google Lunar X PRIZE partners, contractors, or collaborators in any way without such party's prior written permission in each instance, which such party may grant or withhold in its sole discretion.

XPF, with authorization already received from Google, grants TEAM a non-exclusive, royalty-free, worldwide license to use the Google Lunar X PRIZE Logo for the approved purposes set forth in this Agreement.

The parties acknowledge and agree that the Google Lunar X PRIZE Logo is comprised of XPF marks and Google marks in proximity and that the use of the Google Lunar X PRIZE Logo is subject to the rights of both parties in their respective marks and the terms of this Agreement.

#### **6.3.1 LICENSING OF TEAM INTELLECTUAL PROPERTY**

Except as otherwise provided herein, including, but not limited to the Standard Terms and Conditions, XPF, Google, and the TEAM shall have no obligation to, but may at their option, jointly undertake the licensing of their respective trademarks (including the name, likeness, image and signatures of the TEAM) on merchandise and other services other than products or services that fall within the primary services provided by Google. The specific terms and conditions of any such licensing arrangement(s) shall be mutually agreed to in a separate written license agreement.

### **6.4 X PRIZE RIGHTS TO TEAM AND VEHICLE APPEARANCES**

#### **6.4.1 MERCANDISE**

The TEAM hereby grants to the X PRIZE Parties an irrevocable, perpetual, world-wide, royalty-free, non-exclusive, sublicensable right and license to Exploit the TEAM's Logo(s), the likeness of TEAM's CRAFT, and/or the likeness of related hardware with regard to any type of physical or intangible merchandise whatsoever, whether existing now or developed in the future, in connection with XPF or the Google Lunar X PRIZE; provided, however, that XPF is not obligated to use any such likeness on any merchandise. This right and license shall not extend to the likeness of

TEAM members or of the TEAM Leader. If XPF uses any such Logo, design, or likeness on any such merchandise, it agrees to pay to the TEAM a percentage of the net profits actually received by XPF for such merchandise, excluding applicable deductions for payments to third parties (including, without limitation, agents' fees) and other customary deductions, as provided below. The specific economic terms pertaining to such merchandise are:

- Merchandise created by a TEAM: The TEAM has all rights related to such merchandise and will keep 100% of the proceeds. The TEAM must abide by all restrictions on the Use of Marks as dictated in Section 6.3 and otherwise in accordance with the terms of this Agreement.
- Merchandise created by the X PRIZE Parties: The X PRIZE Parties retain the exclusive right to Exploit merchandise related to the registered TEAMS during and after the Competition. In exchange for use of the TEAM Logo, vehicle likeness, et cetera, the TEAM or TEAMS will be entitled a total of 50% of revenues net of direct expenses associated with the creation and sales of said merchandise, to be split proportionally among those depicted in the merchandise.
- Merchandise created by the X PRIZE Parties after the Grand Prize or Second Place Prize is won: The X PRIZE Parties retain the exclusive right to Exploit merchandise related to the winning TEAM or TEAMS after the Competition. In exchange for use of the TEAM Logo, vehicle likeness, et cetera, the relevant TEAM or TEAMS will be entitled a total of 50% of revenues net of direct expenses associated with the creation and sales of said merchandise, to be split proportionally among those depicted in the merchandise.

#### 6.4.2 Mock-Ups

The TEAM hereby grants to XPF an irrevocable, perpetual, world-wide, royalty-free, non-exclusive, sublicensable right and license to use and exploit the TEAM's Logo(s) and the likeness of the TEAM, the TEAM's CRAFT, and related hardware with regard to mock-ups of CRAFT and associated hardware used for education or promotion in connection with XPF or the Google Lunar X PRIZE; provided, however, that XPF is not obligated to use any such likeness on any merchandise. XPF will use best efforts to comply with requests for the updating of TEAM sponsor Logos.

### 6.5 PAYMENTS AND ACCOUNTINGS

The X PRIZE Parties shall account for all revenue shares provided in this Agreement and make corresponding payments in accordance with their then-current practices. In no event will payments include taxes and TEAMS will be solely responsible for such taxes. The X PRIZE Parties may set off any amounts owed any TEAM for any revenue share against any amounts owed the X PRIZE Parties, including, without limitation, in connection with its indemnity obligations.

## **7 GENERAL PROVISIONS**

### **7.1 OFFICIAL LANGUAGE**

The Official Language of the Google Lunar X PRIZE is English. All communications with the X PRIZE Parties, including required public relations material, shall be in English unless the TEAM has received prior written permission. Additional copies in other languages are welcomed but are in no way binding on the X PRIZE Parties.

### **7.2 ACCEPTANCE AND REMOVAL**

XPF reserves the right for any reason to reject the application of any potential TEAM, TEAM Leader, or TEAM Member to participate in the Google Lunar X PRIZE and to prohibit the participation of any person or any group of persons in the Google Lunar X PRIZE.

The TEAM Leader and each TEAM Member agrees to abide by a decision for removal, suspension, termination, or disqualification made by XPF, without contest, legal recourse, or any other action of protest of the decision.

### **7.3 INDEMNIFICATION**

The TEAM shall defend, protect, indemnify, and hold the X PRIZE Parties and Google free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that XPF or Google may incur as a result of a breach of this Agreement by the TEAM, as further provided in the Standard Terms and Conditions.

### **7.4 WAIVER OF REQUIREMENTS**

Google and XPF, if mutually agreed and in their sole discretion, may elect to waive or relax specific requirements if the basic objectives of the Google Lunar X PRIZE are found to have been satisfied. Notionally, this would allow a TEAM that has roamed the lunar surface but failed to meet the full 500 meter roaming requirement to still qualify to win if Google and XPF so permit.

### **7.5 PRIZE PAYMENT**

TEAMS are only paid upon winning of the PRIZE and will not receive payment for preparation or participation in the Google Lunar X PRIZE. TEAMS are solely responsible for all of their own costs. Payment will be made by XPF, and will be made within 60 days of victory, as determined by the Google Lunar X PRIZE Judging Panel. TEAMS shall be solely responsible for any taxes arising from or relating to the payment of any prize purse.

### **7.6 CURRENCY**

All references to a currency shall be deemed references to United States Dollars.

## **8 GOOGLE LUNAR X PRIZE JUDGING PANEL**

### **8.1 JUDGING PANEL OVERVIEW**

The official judges of the Google Lunar X PRIZE will be called the “Google Lunar X PRIZE Judging Panel” or “Judging Panel”. The Judging Panel will be responsible for evaluating compliance with the Official Rules of the Google Lunar X PRIZE, including responses given by XPF as part of Official Question and Answer documents.

### **8.2 REPRESENTATIVES**

The Judging Panel will be comprised of highly qualified and impartial judges from around the world. XPF, at its sole discretion, shall name all Judges. Members of the Google Lunar X PRIZE Judging Panel will have backgrounds that include but are not limited to business, law, launch services, and engineering in order to ensure the Committee will be able to address all of the requirements of this PRIZE and its Rules.

### **8.3 KEY RESPONSIBILITIES**

The key responsibilities of the Google Lunar X PRIZE Judging Panel include, but are not limited to, the following topics specifically related to the Google Lunar X PRIZE Rules and Notification of Launch Attempt requirements.

#### **8.3.1 PRIVATELY FUNDED REVIEW**

The Judging Panel must approve the TEAM’s financial statements in accordance with the 90% privately funded requirement addressed in Section 3.2.2. Financial statements must be provided in accordance with generally accepted accounting principles (“U.S. GAAP”) or International Financial Reporting Standards (“IFRS”), consistently applied. The costs associated with any required audits shall be split evenly between the TEAM and XPF.

#### **8.3.2 ‘FAIR LAUNCH’ REVIEW**

The Judging Panel must approve the TEAM’s launch arrangements in accordance with the launch requirements addressed in Sections 5.9 and 5.10.

#### **8.3.3 PAYLOAD PLACEMENT REVIEW**

The Judging Panel must approve the TEAM’s Payload placement arrangements in accordance with the payload requirements addressed in Section 4.5.

#### **8.3.4 MOBILITY VERIFICATION REVIEW**

The Judging Panel must approve the TEAM’s mobility arrangements to approve of plans for calculating desired waypoints, if any, and methodology for determining distance of roaming, in accordance with the mobility requirements addressed in Section 4.2.

#### **8.3.5 LANDING SITE AND SITE OF INTEREST APPROVAL**

The Judging Panel must approve the TEAM’s landing site and, if the TEAM intends to compete for the Heritage Bonus, plans to approach any Site of Interest, to eliminate unnecessary risks to historically or scientifically significant sites on the lunar surface.

### **8.3.6 FINAL CHECKOUT**

The Judging Panel must be invited to the final checkout of the CRAFT prior to a TEAM's Launch Attempt to ensure the CRAFT's integrity from the time of Google Lunar X PRIZE Judging Panel approval until the time of launch.

## **8.4 ACCESS**

To the maximum extent possible, the Judging Panel shall be allowed free and open access to the TEAM's facilities before, during, and, to the extent reasonable, after Google Lunar X PRIZE missions. Additionally, the Google Lunar X PRIZE Judging Panel shall be granted free and open access to all data streams going to or from the CRAFT during the course of Google Lunar X PRIZE Missions, for the purposes of verification. XPF will work with the TEAMS in order to respect TEAM's Intellectual Property and regulatory compliance, and shall use reasonable efforts to prevent interference with the TEAM's work on the Google Lunar X PRIZE or other projects.

## **8.5 NON-DISCLOSURE**

All members of the Google Lunar X PRIZE Judging Panel shall be required to sign Non-Disclosure Agreements, as well as statements acknowledging that all of the Intellectual Property developed by the TEAM is the sole property of the TEAM.

## **8.6 CONFLICT OF INTEREST**

To prevent conflicts of interest, or the appearance of said conflicts, the TEAM may request that one and only one member of the Google Lunar X PRIZE Judging Panel be recused from judging of the TEAM. XPF will consider such requests in good faith but has no obligation to grant them.

## **8.7 RULINGS AND JUDGING**

All decisions made by the Google Lunar X PRIZE Judging Panel shall be rendered by a majority of the Judges and shall be considered binding on both the TEAM and the X PRIZE Foundation.

# **EXHIBIT A - STANDARD TERMS AND CONDITIONS**

## **1 DEFINITIONS**

Except as otherwise defined in this Exhibit A, capitalized terms used in this Exhibit A have the meanings ascribed to them in the Agreement.

## **2 TEAM RELEASE AND WAIVER**

### **2.1 RELEASE**

The TEAM acknowledges and agrees that the X PRIZE Parties and the Google Lunar X PRIZE sponsors (including, without limitation, Google), and each of the foregoing entities' officers, directors, employees, sponsors, workmen, judges and their employers, vendors, servants, independent contractors, representatives and invitees, and agents (collectively, the "Released Parties") will not be liable for any losses, liabilities, damages (including, without limitation, personal injury or property damage) and claims, or all related costs and expenses (including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) ("Losses") arising from any loss or personal injury, including death, sustained by the TEAM, any TEAM member, any partner or affiliate of the TEAM, any TEAM sponsor, or any person or entity claiming on behalf of the TEAM, arising from, relating to, or connected in any way with the TEAM's participation in the Google Lunar X PRIZE, even in the event of negligence or fault of any of the Released Parties, whether such negligence is present at the execution of this Agreement or arising in the future. The TEAM assumes full responsibility for any Losses which may occur to the TEAM, any TEAM member, any partner or affiliate of the TEAM, any TEAM sponsor, or any person or entity claiming on behalf of the TEAM, arising from, relating to, or connected in any way with the TEAM's participation in the Google Lunar X PRIZE. TEAM hereby releases and waives all of the Released Parties from any claims alleging Losses, whether existing now or arising in the future.

### **2.2 WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542**

The releases in this Agreement are intended to be, and are, full, complete and general releases with respect to all claims, demands, causes of action, defenses and other matters described in the recitals 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 hereof.

Each of the parties acknowledges 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 AFFECTION 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 Release 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.

## 2.3 SURVIVAL

The TEAM acknowledges and agrees that this Section will survive the expiration, lapse, or termination of this Agreement. The TEAM agrees that the X PRIZE Parties and their affiliates and Google Lunar X PRIZE sponsors (including, without limitation, Google) will not be held liable for any Losses that accrue or may accrue to the TEAM, any TEAM member, any partner or affiliate of the TEAM, any TEAM sponsor, or any person or entity claiming on behalf of the TEAM, arising in any way from the TEAM's participation in the Google Lunar X PRIZE.

# 3 INDIVIDUAL TEAM MEMBER RELEASE AND WAIVER

## 3.1 DEFINITION

**"TEAM Member"** means any individual who participates in the Google Lunar X PRIZE in connection with or on behalf of the TEAM in any manner whatsoever.

## 3.2 TEAM MEMBER WAIVER

The TEAM shall ensure that each TEAM Member will receive, review and sign a copy of the individual form known as the "**Release & Waiver**", a copy of which is attached as Exhibit B (Team Member Release & Waiver). The TEAM agrees that prior to an individual becoming a TEAM Member, TEAM shall ensure that each such individual executes a Release & Waiver. The TEAM shall provide GLXP with a copy of the Release & Waiver duly and voluntarily signed by such TEAM member. The TEAM shall use reasonable efforts to obtain each such signature in ink, but where doing so is impractical due to circumstances (e.g., "open" teams consisting of >100 members), such signatures may be obtained through "click-through" or similar, legally enforceable means of assent.

# 4 REPRESENTATIONS AND WARRANTIES

## 4.1 TEAM REPRESENTATIONS AND WARRANTIES

The TEAM hereby represents and warrants that: (a) it is free to enter into this Agreement without the consent of any third party and has the capability to fully perform its obligations under this Agreement according to its terms; (b) it is a legal entity validly existing, duly organized, and in good standing in the jurisdiction of its organization; (c) it 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 X PRIZE's or GLXP's rights or the TEAM's obligations under this Agreement; (d) there is no suit, proceeding, or any other claim pending or threatened against the 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 the TEAM's performance of its obligations pursuant to this Agreement; (e) it will not infringe, violate, or interfere with the Intellectual Property, publicity, privacy, contract or other right of any third party in the course of performance of this Agreement or cause X PRIZE, GLXP or their affiliates to do any of the same; (f) it will comply with all applicable Laws in performing under this Agreement; and (g) it will follow principles of good sportsmanship in participating in the Competition, including, without limitation,

by competing in an ethical manner, not defaming or disparaging any other team or a third party, not attempting to sabotage or disrupt the activities of any TEAM , and not “poaching” the members or customers of any other TEAM.

## **4.2 X PRIZE REPRESENTATIONS AND WARRANTIES**

X PRIZE hereby represents and warrants that: (i) it has contracted with Google in order for Google to pay the Purse to the winning TEAM(s) or, at XPF’s option, receive the funds from Google and pay the winning TEAM(s) directly, subject to the terms of the Google-X PRIZE Agreement in accordance with the terms of this Agreement and (ii) it will use reasonable efforts to judge all TEAMS in a non-preferential and equal manner.

# **5 DISCLAIMERS, EXCLUSIONS AND LIMITATIONS**

## **5.1 DISCLAIMER OF WARRANTIES**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO RELEASED PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, RESULTS OF THE GOOGLE LUNAR X PRIZE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL SUCH WARRANTIES.

## **5.2 EXCLUSION OF DAMAGES**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OR IN THESE STANDARD TERMS AND CONDITIONS, WHETHER AS A RESULT OF ANY TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, WARRANTY, STRICT LIABILITY OR PRODUCT LIABILITY, OR OTHERWISE, THE X PRIZE PARTIES WILL NOT BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER OR NOT SUCH A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **5.3 LIMITATION OF LIABILITY**

EXCEPT FOR THE PRIZES TO BE AWARDED IN ACCORDANCE WITH THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF THE X PRIZE PARTIES ARISING FROM, RELATING TO, OR IN CONNECTION, WITH THIS AGREEMENT WILL NOT EXCEED \$50,000.

# **6 INSURANCE**

## **6.1 REGISTRATION INTERVAL GENERAL LIABILITY INSURANCE**

Within sixty (60) business days of the effective date of the Agreement, TEAM shall obtain and maintain for such length of time as is necessary to cover any and all claims arising out of the Google Lunar X PRIZE, a general liability insurance policy that complies with the following criteria and which will be in a form and manner acceptable to X PRIZE: (i) General Liability covering premises operations, bodily injury and property damage to third parties, with a combined single limit of two million dollars (\$2,000,000) per occurrence and a combined total limit of two million dollars (\$2,000,000), and which shall include Products & Completed Operations as well as Personal & Advertising Injury Protection. The Team shall provide XPF with a certificate of insurance evidencing the above coverage which also names the X PRIZE Foundation, Inc. and GLXP, LLC as Additional Insureds; (ii) A Waiver of Subrogation should

be issued by the insurer in favor of the X PRIZE Parties; and (iii) Coverage should be written with an insurer with an AM Best Rating of A-VII or better.

Non-U.S. owned and operated TEAMS with principal operations outside the jurisdiction of the government of the United States of America may demonstrate fulfillment of this requirement by obtaining a comparable insurance policy issued in the country of origin similar to a commercial General Liability policy (ISO form) and providing proof of that policy to XPF.

## **6.2 MISSION INTERVAL GENERAL LIABILITY INSURANCE**

Prior to the Mission Interval, TEAM shall: (i) Increase the coverage of the General Liability obtained, pursuant to this Section 6 of Exhibit A - Standard Terms and Conditions, to a single combined limit of five million dollars (\$5,000,000) per occurrence and a combined total limit of five million dollars (\$5,000,000); (ii) Maintain this new level of coverage for such length of time as is necessary to cover any and all claims arising from the Team's participation in the Google Lunar X PRIZE following the start of the Mission Interval; and (iii) Provide XPF with a revised certificate of insurance evidencing the increase in coverage which also names the X PRIZE Foundation, Inc. and GLXP, LLC as Additional Insureds.

Non-U.S. owned and operated TEAMS with principal operations outside the jurisdiction of the government of the United States of America may demonstrate fulfillment of this requirement by obtaining a comparable insurance policy issued in the country of origin similar to a commercial General Liability policy (ISO form) and provided proof of that policy to XPF.

## **6.3 WORKER'S COMPENSATION INSURANCE**

Within sixty (60) business days of the effective date of the Agreement, TEAM shall obtain and maintain for such length of time as is necessary to cover any and all claims arising out of the Google Lunar X PRIZE, a Worker's Compensation insurance policy that conforms to the laws of the U.S. state or non-U.S. government of TEAM's primary work site. The Employer's Liability Limit shall be no less than one million dollars (\$1,000,000 USD).

## **6.4 VOLUNTEER'S ACCIDENT INSURANCE**

In the event the Team is exempt from the requirement to obtain Worker's Compensation insurance pursuant to applicable U.S. state laws or equivalent laws of a foreign jurisdiction, TEAM shall not be required to comply with Section 6.3 of this Exhibit A - Standard Terms and Conditions, provided that, within sixty (60) business days of the effective date of the Agreement, TEAM: (i) provides the XPF with a fully executed copy of the Team's applicable U.S. state waiver form, or equivalent waiver documentation from the applicable non-U.S. jurisdiction, as evidence TEAM is exempt from Worker's Compensation insurance requirements; and (ii) uses best efforts to obtain and maintain, for such length of time as is necessary to cover and all claims arising out of the Competition, sufficient Volunteer's Accident insurance coverage.

## **6.5 DISQUALIFICATION**

TEAM acknowledges that in the event TEAM does not comply in full with the requirements of Section 6 of this Exhibit A - Standard Terms and Conditions, XPF may immediately disqualify TEAM from the Google Lunar X PRIZE pursuant to Section 10.2 of this Exhibit A - Standard Terms and Conditions.

## 7 INTELLECTUAL PROPERTY

### 7.1 DEFINITION

**"Intellectual Property Rights"** means any and all (by whatever name or term known or designated) now known or hereafter existing anywhere in the world: (i) rights associated with works of authorship, including, without limitation, all exclusive exploitation rights, copyrights, moral rights, and mask-works; (ii) trade secret rights and other confidential information; (iii) patents, patent applications, and disclosures (including, without limitation, reissues, divisions, reexaminations, extensions, provisionals, continuations and continuations-in-part thereof), designs, and other industrial property rights; (iv) trademark, trade dress and similar rights based on designation of origin; (v) all other proprietary rights of every kind and nature, whether arising by operation of law, contract, license or otherwise; (vi) source code, object code, formulas, ideas, concepts, methods, know-how, processes, inventions, techniques, specifications, devices and the like; and (vii) all registrations, applications, renewals, extensions, continuations, divisions, reissues and the like.

### 7.2 TEAM MEMBERS

TEAM shall ensure that each TEAM Member executes an agreement acceptable to the X PRIZE Parties consistent with the Intellectual Property and confidentiality provisions of this Agreement. TEAM shall provide such Agreements to XPF upon request.

### 7.3 OWNERSHIP OF INTELLECTUAL PROPERTY

Except as expressly provided in the Agreement, no property, license, permission or other interest of any kind in or to the use of any trademark, trade name, color combination, insignia, Logo, device, design, work, or other Intellectual Property owned or controlled by a party is or is intended to be given, assigned to, or transferred to, or acquired by the other party or any other person or entity by reason of this Agreement or otherwise. Neither party will use the Intellectual Property of another party in a manner that: (i) impairs the validity or enforceability of such Intellectual Property; (ii) in any way disparages or dilutes such Intellectual Property; (iii) reflects poorly upon the good name of the other party or upon the goodwill and reputation associated with such Intellectual Property; or (iv) violates any applicable law, regulation, or rule. Neither party will contest or deny the validity or enforceability of, or the right or title of the other party in or to, such Intellectual Property or otherwise and will not encourage or assist others directly or indirectly to do so. Neither party will attempt to register the Intellectual Property of the other party. In addition, neither party will make any derivative works based on, or improvements to, any of the Intellectual Property of the other party, except as authorized by this Agreement, nor will either party otherwise exploit the Intellectual Property of the other party in any manner not expressly authorized by this Agreement. Each party agrees and acknowledges that any goodwill or other interest or rights that arise as a result of the use by such party of the other party's Intellectual Property will inure solely to such other party and each party hereby assigns and conveys such goodwill and other interests and rights to the other party without the payment of any consideration.

### 7.4 OWNERSHIP OF GOOGLE LUNAR X PRIZE

Except as otherwise set forth in the Agreement, the Google Lunar X PRIZE is the exclusive property of X PRIZE 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. X PRIZE will

have the right to determine, in its sole discretion, the conditions of access to and the conditions of any use of data relating to Google Lunar X PRIZE.

## 8 INTELLECTUAL PROPERTY INFRINGEMENT

### 8.1 X PRIZE INTELLECTUAL PROPERTY AND SPONSORS MARKS

The TEAM shall immediately inform the X PRIZE Parties of any third-party allegations, claims or demands (actual or threatened) against the TEAM or any of its affiliates, for infringement of any Intellectual Property rights by reason of the use or the grant of use of the X PRIZE title Logo and the Google Lunar X PRIZE Logo pursuant to this Agreement (a “**Team Infringement Claim**”), and will provide all particulars reasonably requested by the X PRIZE Parties. The parties acknowledge and agree that the person or entity that is the owner of the applicable marks will be responsible for defending any alleged Team Infringement Claim arising from the use of such mark (i.e., the person or entity that owns the marks that are alleged to infringe a third-party Intellectual Property right will be responsible for defending the Claim). In the case of an alleged Team Infringement Claim involving a Google mark (including without limitation the Google Lunar X PRIZE Logo), Google will be responsible for defending a Team Infringement Claim involving only the Google mark, and the X PRIZE Parties will be responsible for defending a Team Infringement Claim involving only the X PRIZE mark or involving the entire Google Lunar X PRIZE Logo.

To the extent the TEAM is required to defend a Team Infringement Claim under this Section, the X PRIZE Parties, at their option, may assist in their defense in any such action to the extent the X PRIZE Parties reasonably believe such assistance is necessary. The TEAM acknowledges and agrees that the X PRIZE Parties may also permit Google Lunar X PRIZE sponsors, including without limitation Google, to assist the X PRIZE Parties in their defense of a Team Infringement Claim. To the extent the wrongful conduct of the TEAM gave rise to such third-party allegations, claims or demands (actual or threatened), the TEAM will bear the costs and expenses, including without limitation attorneys fees and disbursements, of defending such action in proportion to the degree of causation of the third-party allegations, claims or demands (actual or threatened) attributable to the TEAM’s wrongful conduct. In no event will the TEAM have the right, without the prior written consent of the X PRIZE Parties, to (i) acknowledge the validity of any claim of ownership by a third-party of any Intellectual Property rights in the applicable mark, (ii) obtain or seek a license from such third-party, or (iii) take any action that might impair the ability of the mark owner to contest the claim of such third-party.

The TEAM will promptly inform the X PRIZE Parties of any unauthorized use by any person or entity of a trademark, service mark, or design similar to the Google Lunar X PRIZE sponsors’ marks, the X PRIZE Parties’ marks, or the Google Lunar X PRIZE Logo of which the TEAM becomes aware. The X PRIZE Parties will have the right to determine whether or not any action (legal or otherwise) will be taken on account of any infringement or potential infringement of the X PRIZE Parties’ marks, the Google Lunar X PRIZE Logo, and the TEAM may join in such action at its own expense if the X PRIZE Parties determine any action is appropriate. If the X PRIZE Parties determine that no action is appropriate, the TEAM may, at its sole cost and expense, initiate an action (legal or otherwise). Notwithstanding the foregoing, to the extent the wrongful conduct of a party gave rise to such infringement or potential infringement, such party will bear the costs and expenses, including without limitation attorneys’ fees and disbursements, of joining in such action in proportion to the degree of causation of the infringement or potential infringement attributable to such party’s wrongful conduct. The parties will share any award of damages net of costs, including, without limitation, attorneys’ fees and disbursements, as a result of such actions, in proportion to their respective damages suffered by such infringement.

## 9 INDEMNIFICATION

### 9.1 OBLIGATION

The TEAM agrees to indemnify and hold harmless the Released Parties, from and against any and all Losses arising from, relating to, or connected with the participation of the Judging Panel, the TEAM, or any TEAM member, in the Google Lunar X PRIZE, or any activities incidental thereto (including, without limitation: (i) any third-party claims, including any claims by members of the Judging Panel, for personal bodily injury and/or personal property damage, arising from the participation of the Judging Panel, the TEAM, or any TEAM member, in the Google Lunar X PRIZE, or any activities incidental thereto; (ii) claims based on TEAM's alleged breach of this Agreement; or (iii) failure of TEAM to procure an effective Release and Waiver). The TEAM acknowledges and agrees that the obligation to indemnify and hold harmless as set forth in this Section will survive the expiration, lapse or termination of this Agreement.

### 9.2 NOTICE

Any party seeking indemnification under this Section (the "**Indemnified Party**") will promptly notify the TEAM; provided that the failure to give such notice will not affect the right of the Indemnified Party to indemnification except to the extent the failure to give notice directly prejudices the TEAM's ability to contest the claim.

### 9.3 DEFENSE

If any claim, demand or liability is asserted by any third party against any Indemnified Party (a "**Third Party Claim**"), the Indemnified Party will, upon notice of the claim or demand, promptly notify the TEAM, and subject to the terms herein, the TEAM will defend and/or settle any actions or proceedings brought against the Indemnified Party in respect of matters embraced by the indemnity with counsel reasonably satisfactory to the Indemnified Party. If the TEAM does not promptly defend or settle any such claims, the Indemnified Party will have the right to control any defense or settlement, at the expense of the TEAM. No claim will be settled or compromised without the prior written consent of each party to be affected, with such consent not being unreasonably withheld or delayed. The Indemnified Party will at all times also have the right to participate fully in the defense at its own expense unless there is, under applicable Law, a conflict on any significant issue between the TEAM and Indemnified Party, in which case the fees and expenses of one counsel in respect of such claim incurred by the Indemnified Party will be paid by the TEAM. In connection with the defense of any claim, each party will make available to the party controlling such defense any books, records or other documents within its control that are reasonably requested in the course of such defense. For purposes of this Agreement, the term "Law" will mean any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction of or by any federal, state, provincial, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, domestic, international, or foreign.

## 10 TERM AND TERMINATION

### 10.1 TERM

This Agreement commences as of the date on which both parties sign this Agreement (if signed on different dates, the later date thereof) ("**Effective Date**"), and unless terminated earlier pursuant to this Agreement, continues

throughout the duration of the Google Lunar X PRIZE and will automatically expire on the one year anniversary of the final day of the Google Lunar X PRIZE (the “**Term**”).

## **10.2 DISQUALIFICATION**

### **10.2.1 BREACH OF AGREEMENT**

If the TEAM:

- commits a breach of this Agreement, which breach is capable of being cured within 30 days after notice of breach from either of the X PRIZE Parties to the TEAM, but is not cured in such 30-day period;
- commits a breach of this Agreement that is not capable of being cured within 30 days but is capable of being cured within 60 days and the TEAM fails to (i) proceed promptly and diligently to correct the breach, (ii) develop within 30 days following written notice of breach from either of the X PRIZE Parties a complete plan shared with the X PRIZE Parties for curing the breach, and (iii) cure the breach within 60 days of notice thereof; or
- commits a breach of this Agreement that is not subject to cure with due diligence within 60 days of written notice thereof

then either of the X PRIZE Parties may, at their sole discretion and upon written notice to the TEAM, disqualify the TEAM from the Google Lunar X PRIZE and terminate this Agreement, in whole or in part, as of the termination date specified in the notice, without cost or penalty and without payment of any termination charges.

### **10.2.2 OTHER GROUNDS FOR DISQUALIFICATION**

Should the Judging Panel or either of the X PRIZE Parties determine that the TEAM falls within the requirements of any grounds for disqualification, whether stated in this Agreement, imposed later by the Judging Panel, or provided elsewhere, the Judging Panel or either of the X PRIZE Parties may disqualify the TEAM from the Google Lunar X PRIZE and terminate this Agreement in whole immediately upon written notice to the TEAM.

## **10.3 CANCELLATION OF THE GOOGLE LUNAR X PRIZE**

The TEAM agrees that GLXP may in its sole discretion, (a) cancel the Google Lunar X PRIZE at any time and immediately terminate this Agreement without cause, and/or (b) adjust the Google Lunar X PRIZE schedule as necessary. Should the X PRIZE Parties elect to cancel the Google Lunar X PRIZE, terminate this Agreement and/or adjust the Google Lunar X PRIZE schedule pursuant to this Agreement, the X PRIZE Parties will notify the TEAM.

## **10.4 EFFECT OF TERMINATION**

If this Agreement is terminated pursuant to this Section, the TEAM acknowledges and agrees that the TEAM will be ineligible to receive any portion of the PRIZE Purse, and the TEAM will promptly return to the X PRIZE Parties all X PRIZE Confidential Information provided to the TEAM in connection with this Agreement.

## 11 CONFIDENTIALITY

### 11.1 OBLIGATION OF CONFIDENTIALITY

Each party will: (i) hold all information regarding the business and affairs of the other party, including, without limitation, specifications, business concepts, financial statements, marketing methods, prices, customer or user information, customer or user lists, methods of operation, or operating systems of the other party (all such information and data being referred to collectively as the “**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.

### 11.2 SUBMISSIONS

The X PRIZE Parties acknowledge that any TEAM Confidential Information of CRAFT development, performance and commercialization materials developed by the TEAM for submission to the X PRIZE Parties or the Judging Panel as required by this Agreement (together the “**Team Submissions**”) will be deemed Confidential Information of the TEAM. The X PRIZE Parties will return all Team Submissions to the TEAM following the necessary review period.

### 11.3 PERMITTED USE AND DISCLOSURE

Each party will use the other party’s Confidential Information only in the course of performance of this Agreement and will have the right to disclose the other party’s Confidential Information only to those of its employees, representatives, agents and contractors that need to know it, and only for the purpose of rendering assistance to the party performing its obligations under this Agreement. Promptly following the request of a party owning Confidential Information or upon expiration or termination of this Agreement, each party will return to the other party or destroy all such other party’s Confidential Information delivered or disclosed, together with all copies thereof at any time made by such party.

### 11.4 EXCEPTIONS

The following information will not be considered Confidential Information: (i) information that is publicly available through no fault of the party that was obligated to keep it confidential; (ii) information that was known by a party prior to the effective date of this Agreement; provided, however, that the foregoing will not serve to terminate or limit any obligation of confidentiality under any other agreement between the parties; (iii) information that was independently developed by a party; and (iv) information rightfully disclosed to a party by a third party without continuing restrictions on its use or disclosure. Either party will have the right to disclose Confidential Information as required by law or legal process or under the rules of an applicable securities market or exchange; provided, however, that the disclosing party will use reasonable efforts to give the other party a reasonable opportunity to intervene to prevent such disclosure or to obtain a protective order, and that any Confidential Information so disclosed otherwise remains subject to the confidentiality obligations set forth in this Section.

### 11.5 INJUNCTIVE RELIEF

The parties acknowledge that any breach or violation by the disclosing party of the confidentiality provisions hereof will result in irreparable and continuing damage to the other party for which there may be no adequate

remedy at law, and the parties agree that in the event of any such breach or violation, the injured party will be entitled to both damages and injunctive relief.

## 12 DISPUTE RESOLUTION

### 12.1 INFORMAL DISPUTE RESOLUTION

The informal dispute resolution procedures set forth in this Section will apply if a dispute arises between the parties as to the TEAM's performance under and compliance with this Agreement and such failure to perform or comply does not amount to grounds for disqualification pursuant to this Agreement. Unless otherwise expressly stated, the parties will bear their own respective expenses in performing under this Section.

The parties initially will attempt to resolve their dispute informally, in accordance with the following:

- Upon the written request by the X PRIZE Parties (the date of which will be the "**Dispute Date**"), each party will appoint a designated representative who does not devote substantially all of his or her time to performance under this Agreement, whose task it will be to meet for the purpose of endeavoring to resolve such dispute.
- The designated representatives will 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 in issue which the Parties believe to be appropriate and germane in connection with its resolution. The representatives will discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding.
- During the course of discussion, all reasonable requests made by a party to the other for non-privileged information, reasonably related to this Agreement, will be honored in order that a party may be fully advised of the other's position.
- The specific format for the discussions will be left to the discretion of the designated representatives.

### 12.2 MEDIATION

If a dispute arises between the parties as to the TEAM's performance under and in compliance with this Agreement and such failure to perform or comply does not amount to grounds for disqualification pursuant to this Agreement, and such dispute cannot be resolved pursuant to the informal dispute process set forth herein, X PRIZE may elect in its sole discretion to transfer the dispute to non-binding mediation before a mediator selected by the parties.

### 12.3 DISQUALIFICATION, CANCELLATION AND LEGAL PROCEEDINGS

Nothing in this Section will limit in any manner: (i) the ability of X PRIZE to disqualify the TEAM, cancel the Google Lunar X PRIZE, seek injunctive relief, or instigate formal legal proceedings against the TEAM for failure to comply with the terms of this Agreement; or (ii) limit the sole and exclusive discretion of the Judging Panel, as provided in Section 8.7 of the Agreement.

## 13 GENERAL PROVISIONS

### 13.1 FORCE MAJEURE

Neither party hereto will be liable for or suffer any penalty or termination of rights hereunder by reason of any failure or delay in performing any of its obligations hereunder if such failure or delay is occasioned by compliance with governmental regulation or order, or by circumstances beyond the reasonable control of the party so failing or delaying, including, but not limited to, acts of God, war, civil war, insurrection, acts of terrorism, sabotage, 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 (a "**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 and make reasonable efforts to remedy any such Force Majeure Event. The party experiencing the Force Majeure Event will cooperate with and assist the injured party in all reasonable ways to minimize the impact of such circumstances on the injured party. The injured party will have the right to terminate this Agreement if the Force Majeure Event lasts continuously for longer than six (6) months.

### 13.2 NOTICES

Whenever under the provisions of this Agreement, notice is required or permitted to be given, it will be in writing, in English, and will be deemed given either when delivered personally, or by courier, or by facsimile machine with printed transmittal confirmation sheet, or three (3) days after mailing, postage prepaid by registered or certified mail, return receipt requested, addressed to the party for whom the notice is intended with copies provided to the address set forth below or to such other addresses as the party will hereafter designate in writing to another Party.

To the X PRIZE Parties:

President  
X PRIZE Foundation  
5510 Lincoln Blvd.  
Suite 100  
Playa Vista, CA 90094

To TEAM:

---

---

---

---

### 13.3 ENTIRE AGREEMENT

This Agreement (including, without limitation, all Exhibits attached hereto and other documents referenced herein) contains the sole and entire agreement between the parties with respect to the subject matter of this

Agreement and supersedes any and all other prior or contemporaneous written or oral agreements or understandings between them with respect to the subject matter contained in this Agreement.

#### **13.4 RELATIONSHIP OF THE PARTIES**

Nothing contained in this Agreement is intended to create, nor will be deemed to constitute or create, any relationship between the parties other than that of independent entities contracting with each other for the sole purpose of effecting the provisions of this Agreement, and this Agreement does not grant either party any authority to act as agent, nor assume or create any obligation, on behalf of the other party.

#### **13.5 NO WAIVER**

Nothing contained in this Agreement will cause the failure of either party to insist upon strict compliance with any covenant, obligation, condition, or agreement contained in this Agreement to 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, breach or cancellation of, any other breach of any provision of this Agreement.

#### **13.6 HEADINGS**

Article, section and subsection headings in this Agreement are included for convenience of reference only and will not constitute a part of this Agreement for any other purpose.

#### **13.7 SEVERABILITY**

If any provision of this Agreement conflicts with the Law under which this Agreement is to be construed 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 applicable Law. The remainder of this Agreement will remain in full force and effect.

#### **13.8 NO STRICT CONSTRUCTION**

In the event an ambiguity or question of intent or interpretation 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.

#### **13.9 ASSIGNMENT**

TEAM shall not assign rights or interests, or delegate duties under this Agreement. Any purported assignment or delegation violating this provision will be void. The X PRIZE Parties may, in their sole discretion, assign their rights or interests, or delegate their duties under this Agreement.

#### **13.10 GOVERNING LAW**

This Agreement and all matters arising out of or related to this Agreement will be governed by and construed in accordance with the Laws of the State of California, without regard to its choice of law principles.

### **13.11 JURISDICTION AND VENUE**

The TEAM irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of California located in Los Angeles County for any actions, suits or proceedings arising out of or relating to this Agreement. The TEAM hereby irrevocably and unconditionally waives any objection to the laying of the venue of any actions, suits or proceedings arising out of this Agreement or the transactions contemplated hereby, in the courts of the State of California located in Los Angeles County, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

### **13.12 NON-DISPARAGEMENT**

TEAM agrees (i) Not to publish, repeat, utter, or report any statement or comment, nor to take, encourage, induce, or voluntarily participate in any action, that would negatively comment on, disparage, defame, or call into question business operations, policies or conduct of the X PRIZE Parties or their affiliates or employees; and (ii) Not to act in any way with respect to the X PRIZE Parties' business operations, policies, or conduct that would damage the X PRIZE Parties' reputation, business relationships, or present or future business, or the reputation of the X PRIZE Parties' past or present executives, directors, board members, agents, employees, or affiliates. This restriction shall not apply to truthful statements made under oath pursuant to subpoena or court order.

### **13.13 COUNTERPARTS**

This Agreement may be signed in one or more counterparts, and each such executed part will have the same force and effect as any other. Facsimile or electronic signatures will have the same weight and effect as originals.

### **13.14 STATUTE OF LIMITATIONS**

No action, regardless of form, arising out of or related to this Agreement may be brought by either party more than six (6) months after the expiration or termination of this Agreement.

### **13.15 SURVIVAL**

In addition to those Sections expressly acknowledged as surviving the termination or expiration of this Agreement, the following Sections will survive the expiration or termination of this Agreement: Sections 1.3, 3.5, 5.1, 5.11.3, 6, 7, and 8.4 of the Master Team Agreement and Sections 1, 2, 4, 5, 6, 7.3, 7.4, 9, 10.4, 11, 12.3 and 13 of this Exhibit A - Standard Terms and Conditions.

## EXHIBIT B - TEAM MEMBER RELEASE & WAIVER

In consideration and as a condition of the acceptance of my participation in the Google Lunar X PRIZE, I hereby for myself, my heirs, executors and administrators: (1) Understand and acknowledge that the activity of launching CRAFTS and the construction of CRAFTS are dangerous activities that can lead to serious injury or death. I understand that there may be risks of injury or even death resulting from my participation in the Google Lunar X PRIZE; (2) Voluntarily assume any and all risks associated with participating in the Google Lunar X PRIZE, including but not limited to the risk of bodily injury or death. I understand, acknowledge and agree that X PRIZE, GLXP, LLC, and their affiliates and Google Lunar X PRIZE sponsors (including, without limitation, Google), and each of the foregoing entities' officers, directors, employees, sponsors, workmen, judges and their employers, vendors, servants, independent contractors, representatives and invitees, and agents (collectively, the "**Released Parties**"), will not be responsible or liable for any losses, liabilities, damages (including, without limitation, personal injury and property damage) and claims, or all related costs and expenses (including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) ("**Losses**") that may occur due to my participation in the Google Lunar X PRIZE; (3) 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 equipment arising from my participation in the Google Lunar X PRIZE; (4) Waive any and all right or claim for Losses I may have against the Released Parties for any and all Losses I may suffer resulting from my participation in the Google Lunar X PRIZE and Google Lunar X PRIZE-related events; (5) Covenant not to sue the Released Parties for any Losses therefore on account of injury to myself, damage to my personal property, or my death arising from my participation in the Google Lunar X PRIZE; and (6) Acknowledge and expressly agree that the forgoing release and waiver is intended to be as broad and inclusive as permitted by the applicable law and that if any portion thereof is held to be invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

FOR AND IN CONSIDERATION of the granting of permission and authority for the undersigned to participate as a team member with \_\_\_\_\_ (the "**TEAM**") in the Google Lunar X PRIZE the undersigned \_\_\_\_\_, (hereinafter "**Participant**") being of lawful age, does hereby release, acquit, and discharge the Released Parties from any and all liability now accrued or hereafter to accrue on account of the Participant's participation in the Google Lunar X PRIZE.

Participant, by signing this "**Release and Waiver**" and participating in the Google Lunar X PRIZE, for himself or herself and on behalf of his or her heirs, personal representatives, successors, and assigns, expressly agrees that the Released Parties will not be liable for any Losses arising from any loss or personal injury, including death, sustained by Participant arising in any way from participation in the Google Lunar X PRIZE. Participant assumes full responsibility for any such Losses which may occur to Participant arising in any way from participation in the Google Lunar X PRIZE. Participant specifically agrees that the Released Parties will not be responsible for any Losses suffered by Participant, even in the event of negligence or fault of the Released Parties, whether such negligence is present at the signing of this Release and Waiver or takes place in the future.

The releases in this Release and Waiver are intended to be, and are, full, complete and general releases with respect to all claims, demands, causes of action, defenses and other matters described in the recitals 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 hereof.

The Participant acknowledges that he or she 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, the Participant acknowledges that he or she is releasing unknown claims and waives all rights he or she has or may have under California Civil Code Section 1542 or any other statute or common law principle of similar effect. The Participant acknowledges that he or she 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 this Release and Waiver, may have materially affected this settlement. Nevertheless, the Participant 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. The Participant acknowledges and understands the significance and consequence of such release and such specific waiver of California Civil Code Section 1542.

This Release and Waiver will survive the completion of the Google Lunar X PRIZE and any expiration, lapse, or other termination of the Agreement entered into by the TEAM in connection with the Google Lunar X PRIZE, and releases and waives any and all claims, losses, expenses, damages, and demands that accrue or may accrue to Participant or any other person or entity who may accrue a claim through Participant.

This Release and Waiver will be construed in accordance with the laws of the State of California and Participant consents to jurisdiction and venue in Los Angeles County, California, for the resolution of all disputes arising hereunder.

This Release and Waiver will extend to and be binding upon the successors and assigns of the parties hereto.

I have read and understood the above and foregoing Release and Waiver and hereby voluntarily agree to be bound by its terms and conditions.

---

Signature of Participant

---

Date

---

Printed Name of Participant