

The Data Incubator Legal Waiver

This agreement (this "Agreement") is made and entered into as of **May 24, 2017** (the "**Effective Date**"), by and between **Andrew Zhuang**, a Fellow or Scholar attending the Fellowship Program (see below for definition) residing at **Toronto, Canada (Online)** (henceforth referred to as "**Fellow**"), and The Data Science Evangelists, Inc. d/b/a The Data Incubator ("**Data Incubator**"), a Delaware corporation with offices at 141 Joralemon St., Suite 5A, Brooklyn, NY 11021. Data Incubator and Fellow may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**." The Parties agree that the following terms and conditions shall apply to the Fellow and the services that may be provided by Data Incubator under this Agreement.

This Agreement is made and entered into with reference to the following:

WHEREAS the Fellow desires to obtain education and job placement in the field of data analytics.

WHEREAS the Data Incubator desires to provide Fellow with an education and placement at a job in the data analytics field.

1. FELLOWSHIP PROGRAM

1. The Data Incubator shall train the Fellow to become a data scientists and quantitative analysts through an eight (8) week fellowship program (the "**Fellowship Program**"), which shall take place in either New York, Washington D.C., San Mateo, or Online. The Fellowship Program shall provide the Fellow with the tools and technology stack that will make them self sufficient, productive contributors as data scientists as described on the company website.
2. By accepting this Agreement the Fellow agrees to attend the Fellowship Program in person or Online. The Fellow shall also be available to attend classes every day during the workweek and provide the effort to interact with other fellows. The Fellow acknowledges that there is no guarantee of a job and that Data Incubator has at its sole discretion the right to introduce fellows to any potential employers based on performance in the course and other factors.
3. The Fellowship Program's start date (the "**Start Date**") and end date (the "**End Date**") are as communicated in writing by Data Incubator.

2. TERM AND TERMINATION

1. The term of this Agreement (the "**Term**") will commence on the Effective Date and will continue for a period of one (1) year from the End Date, unless extended or terminated earlier pursuant to the terms of this Agreement.
2. The Data Incubator reserves the right to terminate this Agreement at any time. Upon termination of the Agreement the Fellow shall not have any more participation in the Fellowship Program and the Data Incubator shall not recommend the Fellow to any Prospective Employers.

3. REPRESENTATIONS AND WARRANTIES

1. Each Party represents and warrants to the other that (i) it has the requisite power and authority to enter into this Agreement.
2. The Fellow warrants that they have read and agree to the Data Incubator's terms and conditions which are posted on the Data Incubator's website and are subject to change from time to time.

4. LIMITATION OF LIABILITY

1. Fellow hereby understands and acknowledges that the training, programs and events held by the Data Incubator may expose Fellow to many inherent risks, including but not limited to accidents, injury, or illness. Fellow assumes all risk of injuries associated with participation including, but not limited to, falls, contact with other participants. Fellow agrees to hold harmless HOLD HARMLESS, WAIVE AND RELEASE the Data Incubator, its officers, agents, employees, organizers, representatives, and successors from any responsibility, liabilities, demands, or claims of any kind arising out of my participation in the Data Incubator Fellowship Program
2. The Fellow agrees that Data Incubator shall not be liable to Fellow, for any special or consequential damages, except for any action arising from either party's gross negligence or willful misconduct.
3. In no event shall either Party be liable with respect to its obligations under or arising out of this Agreement or any Statement of Work for consequential, indirect, exemplary, punitive, special or incidental damages.

5. INDEMNIFICATION

1. Each Party agree to indemnify, defend and hold harmless the other from any third party claims arising out of this Agreement, except for any claim arising from the negligence, or willful misconduct of one of the parties.
2. The Fellow agrees to indemnify and hold harmless, the Data Incubator for all claims arising while the Fellow is performing its duties under this Agreement, unless such claim arises from the gross negligence or willful misconduct of the Data Incubator.

6. GENERAL

1. Applicable Law. This Agreement shall be governed by the laws of the state of New York (the "**Law**").
2. Binding Nature and Assignment. This Agreement will be binding on the Parties and their respective successors and assigns. Neither Party may, or will have the power to, assign this Agreement without the prior written consent of the other.
3. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. No change, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver or discharge is sought to be enforced.

4. Relationship of the Parties. Neither Party is an agent of the other and has no authority to represent the other Party as to any matters, except as expressly authorized in this Agreement.
5. Severability. In the event that 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.
6. Waiver of Default. A delay or omission by either Party to exercise any right or power under this Agreement will not be construed to be a waiver thereof.
7. Survival. The provisions of Sections 4, 5, as well as any other provision of this Agreement which contemplates performance or observance subsequent to termination or expiration of this Agreement will survive termination or expiration of this Agreement and continue in full force and effect.

IN WITNESS WHEREOF, Data Incubator and Fellow have each caused this Agreement to be signed and delivered, all as of the date first set forth above.

Fellow

By:

Name: Andrew Zhuang



Data Incubator Inc.

By: _____

Name: _____

Title: _____

Date: _____