

HACKATHON LICENSE AGREEMENT

A. RECITALS:

1. The Hackathon is a 36-hour long competition which takes place at The Hague Tech, Juliana van Stolberglaan 10, 2595 CL, The Hague from the 17th to 18th of November 2018. The Participant shall be working on a challenge posed by the Challenge Owners regarding the development of innovative solutions. To ensure that the solutions created will benefit the Challenge Owners, the Participant is required to work on open source solutions in a GitHub repository.
2. Participant is rightful owner of a creation made or generated during and within the framework of the Hackathon by the Participant.
3. Participant wishes to lay down in this agreement that the Challenge Owners are allowed to use the Creation under the conditions as set out in this agreement.
4. Prize money will be awarded to the three best participants. The Challenge Owners are allowed to use the Creation of the Participant, regardless of his position in the competition.
5. You agree to the following:

Article 1 Definitions

- 1.1 "Intellectual Property Right(s)" or "IPR(s)" shall mean patent(s), utility certificate(s), utility model(s), industrial design right(s), copyright(s), database right(s), trade secret(s), any protection offered by law to information, semiconductor IC topography right(s) and all registration(s), application(s), renewal(s), extension(s), combination(s), division(s), continuation(s) or reissue(s) of any of the foregoing.
- 1.2 "Challenge Owners" shall mean Het Nederlandse Rode Kruis, Netherlands Red Cross/510 and/or Asser Institute and/or International Criminal Court and/or World Vision and/or NATO Communications and Information Agency.
- 1.3 "Creation" shall mean an invention or any other subject matter capable of protection by Intellectual Property Rights which is made or generated during and within the framework of the Hackathon by the Participant.

Article 2 The License

- 2.1 Participant hereby grants to the Challenge Owners free of charge an indefinite, perpetual, non-exclusive, worldwide, commercial and non-commercial, unlimited license of the Creation for the following means including but not limited to: use, reproduce, adjust, display and distribute; make, have made, use, lease, sell, offer for sale, import, export or otherwise transfer, under its current and future license models and distribution channels, any product which include the Creation.
- 2.2 Challenge Owners hereby accept the license as defined in article 2.1.

Article 3 Moral Rights

Participant hereby waves his Moral Rights related to the Work. "Moral Rights" means any rights to claim authorship of a Creation to object to or prevent the modification of the Creation, or to withdraw from circulation or control the publication or distribution of the Creation, and any similar right, existing under

judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

Article 4 Third party software

- 4.1 Participant guarantees that by using the Creation Challenge Owners will not violate the rights of third parties.
- 4.2 If Participant decides to use any open source software whose Intellectual Property Rights belong to a third party, Participant will:
 - a. guarantee that the open source software can be used free of charge by the Challenge Owners
 - b. explicitly inform Challenge Owners about the open source software and the applicable open source license conditions.
- 4.2 Parties shall notify each other promptly when they have become aware of circumstances in which third parties are infringing the Creation.
- 4.3 Parties shall notify each other promptly when a third party claims that the use of the Creation infringes his rights.

Article 5 Quality of the Creation

The Creation is provided by the Participant "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose.

Article 6 Governing law and dispute resolution

Dutch law is applicable to this License agreement. Each of the Parties agrees to venue in and submits to the exclusive jurisdiction of the Court in The Hague if any dispute, claims, or actions related thereto may arise.

Participants hereby agrees to the above terms. Participant also agrees he or she is responsible for his or her own possessions during the Hackathon for Peace, Justice and Security. The organisation is not liable to Participants for any loss of or damage to anything.

D. Signature

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Name Participant:

Address Participant:

Date and Location: 17 November 2018, The Hague