PARTICIPATION AGREEMENT

The following terms and conditions of this Participation Agreement ("Agreement") govern each participant's (referenced herein with "you" or "your") involvement in the ADLM Data Challenge ("ADLM Data Challenge"), including your submission of any materials, data, or other information ("Participant Report or GitHub submission") to Association of Laboratory Diagnostics & Medicine ("ADLM"), and use of any ADLM materials, data, or other information (collectively, "ADLM Materials").

BY SUBMITTING ANY GITHUB SUBMISSION TO ADLM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND YOU AGREE TO BE BOUND LEGALLY BY IT. IF YOU DO NOT AGREE WITH THIS AGREEMENT, DO NOT SUBMIT A PULL REQUEST ON GITHUB.

1. **LICENSE GRANT.** By submitting Participant Report or to the Data Challenge GitHub, you hereby grant to ADLM a perpetual, non-exclusive, worldwide, royalty-free, irrevocable, sublicensable, fully exploitable right and license to make, have made, sell, license, copy, distribute, display, reformat, transmit, modify, create derivative work of, and otherwise use any such Participant Report as necessary in connection with the ADLM Data Challenge without further compensation or consideration to you, and without further notice to or approval from you. There is no right to make use of any ADLM (or its parent, affiliate, or subsidiary's) trademarks pursuant to this Agreement, and except as expressly provided herein, ADLM does not grant any express or implied right to you or any other person or entity with respect to its information or intellectual property.

2. **CONTENTS; DISCLAIMER; LIMITATION OF LIABILITY.** The ADLM Data Challenge is intended solely for educational purposes and is not medical advice. The ADLM Materials may change from time to time but currently include synthetic laboratory protocols which are not validated methods and must not be used for any clinical, diagnostic, therapeutic, or patient-care activities. All ADLM Materials are provided in the form and format made available by ADLM on a limited, non-exclusive, non-transferable, and revocable basis for use only with the ADLM Data Challenge and for no other purpose. Participation in the ADLM Data Challenge is voluntary, and reliance on the information provided by ADLM is solely at your own risk. ADLM does not assume any responsibility or liability for any damages, or losses that may arise from participation in the ADLM Data Challenge, including, but not limited to, the use of or reliance on ADLM Materials provided. THE ADLM MATERIALS ARE OTHERWISE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. ADDITIONALLY, IN NO EVENT SHALL ADLM BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED YOUR PARTICIPATION IN THE ADLM DATA CHALLENGE OR THE USE OF THE ADLM MATERIALS BY YOU OR ANYONE ELSE.

3. **PARTICIPATION REQUIREMENTS AND REPRESENTATIONS.** You are responsible for following any rules or policies for the ADLM Data Challenge provided by ADLM, including those policies provided pnhttps://github.com/myADLM/ADLM-2025-Data-Challenge or here https://myadlm.org/science-and-research/data-analytics-in-laboratory-medicine/data-challenges. Additionally, you represent and warrant that you maintain all necessary consents, rights, permissions, and clearances required for you to submit and for ADLM to use the Participant Report or GitHub Submission.

4. **CONFIDENTIALITY.** You agree to use any nonpublic or confidential information relating to ADLM, the ADLM Data Challenge, participants in the ADLM Data Challenge, and other specified topics or materials related to the ADLM Data Challenge, including the ADLM Materials, only in furtherance of the purposes of this Agreement. All Confidential Information will be destroyed or returned, upon ADLM's request, to ADLM upon conclusion of the ADLM Data Challenge.

5. **INDEMNIFICATION AND RELEASE.** You shall indemnify, hold harmless, and defend ADLM and its officers, directors, agents, shareholders, volunteers, and employees against all claims, liabilities, costs, damages, judgments, suits, actions, or proceedings (including any instituted by a government or government agency), losses, and expenses, including reasonable attorneys' fees and costs of suit or proceeding, arising out of or resulting from (i) your GitHub submission or Participant Report; or (ii) any breach by you of this Agreement.

6. **TERM.** This Agreement will take effect at the moment you submit Participant Report or Data Challenge Submission on GitHub and is effective until terminated as set forth below. This Agreement will terminate automatically if you or fail to comply with any of the terms and conditions described herein, or you may also terminate at any time by ceasing to participate in the ADLM Data Challenge and destroying/returning all ADLM Materials.

7. **MISCELLANEOUS.** This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the District of Columbia. This Agreement represents the entire agreement between you and ADLM with respect to participation in the ADLM Data Challenge and is in addition to and supersedes any third-party platform terms and conditions. Nevertheless, additional notices, terms, and conditions may apply to use of the ADLM Materials, including from platforms hosting the ADLM Data Challenge. Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance. No joint venture, partnership, employment, alliance, or agency relationship exists between you and ADLM as result of this Agreement or your participation in the ADLM Data Challenge. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect. This Agreement and any rights granted by ADLM may not be assigned, delegated, or transferred by you without the prior express written consent of ADLM. This Agreement shall inure to the benefit of ADLM and its respective legal representatives, successors, and assigns.