

<<Name of hackathon event>> Participation Agreement (HPA)

This HPA sets forth the terms and conditions each entity must agree to before such entity may be admitted to the <<name>> Hackathon (“Event”) hosted by the Telecom Infra Project (“TIP”) at TIP’s Community Lab (“Lab”) located at <<address>>. The Lab is hosted by <<name of host>> (“Host”). In addition to executing this HPA, the Host may also require each participating entity (“Participant”) to execute an agreement with the Host addressing access, security and other issues related to providing Participant with access to the Lab on the Host’s property.

Each Participant must list all employees or contractors it authorizes to participate in the Event on Schedule A. Participant agrees that each of its listed employees and contractors will comply with the terms of the HPA.

TIP will make certain software available to Participant during the Event. Some of the software will be available as embedded in or loaded on equipment such as computers, tablets and other devices within the Lab (“TIP Embedded Software”). The TIP Embedded Software to which Participant may have access is listed on Schedule B. TIP may also provide Participants with sample applications available in source and executable form (“TIP Sample Applications”) listed on Schedule C. Collectively the TIP Embedded Software and the TIP Sample Applications will be referred to as “TIP Software.”

Participant agrees to use the TIP Embedded Software solely as instructed by TIP during the Event. Participant shall not reproduce, distribute, make derivative works, display or perform the TIP Embedded Software except within the Lab and during the Event. Participant agrees that it will not reverse engineer the TIP Embedded Software to ascertain its underlying source code or any trade secrets contained therein.

Participant agrees that to the extent it reproduces, distributes, makes derivative works, displays, or performs the TIP Sample Application, it will comply with the license terms applied to such TIP Sample Applications and will not remove any legal or intellectual property notices included with such TIP Sample Applications.

In exchange for the right to participate in the Event, Participant agrees to use good faith efforts to (i) develop a sample application at the Event and if selected as a finalist, demonstrate its sample application during the Event, and (ii) provide feedback to TIP concerning the operation, performance and usability of the TIP Software (“Feedback”). Such Feedback is hereby provided on a fully-paid up, royalty free basis and without restriction.

Participants may share documents, software, data and other information (“Shared Materials”) within the Lab as part of its participation in the Event. Each Participant agrees that it will not disclose for a period of 5 years from the date of the Event, any of the Shared Materials it receives during the Event with any individual or entity who is not another Participant, TIP, or an Event organizer (collectively “Authorized Attendees”) and will only discuss such Shared Materials with other Authorized Attendees at the Lab during the Event.

Each Participant is solely responsible for the Shared Materials it makes available during the Event. Subject only to each Participant’s foregoing agreement not to disclose Shared Materials, each Participant grants each Authorized Attendee a fully paid up, royalty-free, license to such

Participant's intellectual property rights embodied in the Shared Materials to exploit such intellectual property rights without restriction.

Each Participant agrees that TIP may identify Participant as a participant in the Event and Participant's selection as an Event finalist including a description of Participant's demonstration as a finalist in any TIP promotional materials or press releases. Each Participant agrees that it will not disclose the identity of any other Participant or any information concerning another Participant's participation in the Event.

Participant represents and warrants that its employees and contractors listed on Schedule A are bound to the terms of this HPA. Participant further represents and warrants that its Feedback and Shared Materials are owned by Participant, do not include any third-party materials, and the provision of the Feedback and the Shared Materials does not violate any agreement Participant has entered with a third party.

TIP does not warrant the performance or features of the TIP Software in any way, nor does it warrant that use of the Software will be uninterrupted or error-free. Participant agrees that use of the TIP Software is at its sole risk. THE TIP SOFTWARE IS PROVIDED "AS IS" AND TIP AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT WILL TIP OR ITS EVENT ORGANIZERS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE TIP SOFTWARE EVEN IF TIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This Agreement must be signed by a representative of The Participant listed below who is authorized to commit the Participant to all of the terms of this HPA. By signing this HPA, the person signing represents and warrants that he or she has been so authorized, has read and understood this HPA, and has sought or waived the right to seek legal counsel prior to executing this HPA.

Agreed to by:

Participant Name: _____

Address: _____

Signature: _____

Date: _____

Title: _____