

## UACI SPONSORED LAUNCH PROGRAM FUELED BY PERKINS COIE

### Legal Terms and Conditions applicable to each Applicant Team (“You” or “Your Team”)

1. Program Terms and Conditions. Any violation of these Terms and Conditions may lead to forfeiture of some or all your rights to participate, or continue participating, in the UACI Sponsored Launch Program Fueled by Perkins Coie (the “**Program**”). Any and all decisions regarding the interpretation or violation of these Terms and Conditions will be made in the sole discretion of the organizers of the Program: the University of Arizona Center for Innovation (“**UACI**”) and Perkins Coie LLP (together, the “**Organizers**”), through their respective delegees and representatives (together with the judges selected to judge the interview phase of the Program, collectively, the “**Program Authorities**”). These Terms and Conditions, together with (a) the Application form for the Program, which is located at this link: <https://techparks.arizona.edu/ua-center-innovation/right/application-process/sponsored-entry/sponsorship-program-application> (the “**Application Form**”), and (b) the Eligibility rules and other content and descriptions on the website describing the Program, which is located at this link: <https://techparks.arizona.edu/ua-center-innovation/right/application-process/sponsored-entry> (the “**Program Website**”), collectively constitute the rules governing the Program. In the event of any conflict or inconsistency between these Terms and Conditions, on the one hand, and the Application Form and/or any other content and descriptions on the Program Website, on the other hand, these Terms and Conditions will govern.
2. Binding Commitments. By submitting an application to participate in the Program, you are making a binding commitment that (a) if your team’s application is selected to advance to the interview phase of the Program (currently scheduled for June 8-10, 2020), each of your team members will be available to participate in your team’s interview, and (b) if your team is selected as the winner of the Program, each of your team members will fully participate in the Program throughout the term of the award (July 1, 2020 - June 30, 2021), including (i) using reasonable best efforts to achieve the milestones listed in your application during the term of the award, (ii) regularly and consistently utilizing the incubation space and resources provided by UACI throughout the term of the award. This is a binding commitment, which should not be taken lightly. If you fail to meet your commitments at any time, the Program Authorities, in their sole and absolute discretion, may revoke or suspend your continued participation in the Program, including, but not limited to, your eligibility to continue receiving prizes awarded to your team.
3. Cash Prize Contingent on Completion of Milestones. If your team is selected as the winner of the Program, the payment of the \$4,000 cash portion of the prizes to your team will be contingent on your team successfully achieving certain milestones during the term of the award (i.e., on or before June 30, 2021). These milestones will be developed by the Program Authorities and communicated to the winning team by UACI after the interview phase of the Program. The milestones will be based upon the projected activities of the winning team during the term of the award. The milestones may include some or all of the milestones the winning team lists in its application and/or discusses during its interview with the Program Authorities, and they may include certain other milestones that the Program Authorities deem to be appropriate and reasonable, in their sole and absolute discretion. By agreeing to these terms and conditions, you understand, acknowledge and agree that, if your team is selected as the winner of the Program, but your team fails to successfully achieve the required milestones during the term of the award,

your team may forfeit some or all of the \$4,000 cash portion of the prizes, as determined by the Organizers in their sole and absolute discretion.

4. Additional Rules, Terms and Conditions. Additional rules, terms and conditions governing the Program (including terms governing eligibility, deadlines, prizes, application procedures and judging criteria) are set forth on the Program Website. By agreeing to these terms and conditions, you represent, certify and confirm that you have reviewed and agreed to all of the rules, terms and conditions set forth on the Program Website.
  
5. Conditions of Entry. To be considered for an award in connection with the program, you must submit an application on or before the stated deadline. By submitting an application, you hereby grant the Organizers, the Program Authorities and their respective agents and representatives the right to record, copy, publish, use, edit, exhibit, distribute, adapt, publicly perform and/or create derivative works of your application in any way, in any and all media, including the publishing of all or any portion of your application, without any compensation to you, your team or anyone affiliated with your team. Your application may not contain any inappropriate content, including, but not limited to, vulgarity, obscenity, lewd, pornographic or violent material, or materials that promote violence or that disparage the Organizers, the Program Authorities or any other person or entity, that contain property (including, but not limited to, trademarked or copyrighted material or material containing trade secrets or other proprietary information) that you do not have the authority to provide, or that violate applicable law in any manner. If your application contains any inappropriate content, or otherwise does not meet the eligibility criteria, the Program Authorities will have the sole and absolute discretion either to reject or disqualify your application or to inform you of the problem(s) with your application and give you an opportunity to resubmit it. An opportunity to resubmit an application does not guarantee that your resubmitted application will be selected to participate in the Program. By submitting an application, you represent, warrant and certify to the Organizers and Program Authorities that: (a) no other person or entity holds any rights to your application or any content described therein; and (b) to the best of your knowledge and belief, your application is factually complete and accurate. You further agree that your submission of an application constitutes permission to use the names of your team members and statements and excerpts from interviews conducted with your team members for advertising and promotional purposes without further compensation to you, your team members, your company or anyone affiliated with your company or your team, unless prohibited by law. Except where prohibited, submission of your application constitutes your consent to the use of your team members' names and likenesses for editorial, advertising and publicity purposes, by the Organizers, Program Authorities or any media covering or reporting on the Program, without further compensation to your team members or any person or entity affiliated with your team members.
  
6. Conditions to Eligibility to Receive Legal Services. The prizes to be awarded in connection with the Program include a specified number of hours of complimentary legal services to be provided by Perkins Coie LLP. If legal services are awarded to your team, the provision of such legal services is conditioned on the following: (a) your team signing a standard engagement letter setting forth the terms and conditions on which Perkins Coie LLP will provide legal representation to your team, including your team's agreement to reimburse Perkins Coie LLP for any out-of-pocket expenditures that Perkins Coie LLP incurs on your behalf (e.g., filing fees with a state agency advanced on your behalf by Perkins Coie LLP); (b) the requested legal services not creating or

presenting any conflict of interest that would restrict Perkins Coie LLP from performing the work (e.g., requesting that Perkins Coie LLP represent your team in a dispute with another client of the firm or that Perkins Coie perform services that could create a positional conflict of interest for Perkins Coie LLP); and (c) the requested legal services being reasonably within the scope of services ordinarily provided by those Perkins Coie LLP attorneys offering the legal services (including, but not limited to, formation of a legal entity, preparation and negotiation of certain types of contracts between your entity and third parties, preparation of an operating agreement or other organizational documents).

7. Releases and Indemnification. You hereby confirm that you understand and acknowledge that federal and state securities laws restrict the kinds of communications you may undertake in connection with the offer and sale of securities. You hereby understand, acknowledge, agree and confirm that:
- (a) Neither the Organizers, the Program Authorities nor any other person connected with the Program are responsible for giving you any legal advice in connection with your compliance with those laws;
  - (b) You will consult with your own legal, financial and other advisors with respect to that compliance and the contents of any materials that you disclose, and any presentations that you make, in connection with the Program;
  - (c) Any advice provided by an Organizer or a Program Authority is merely gratuitous and is not to be taken as definitive legal, accounting, tax or other professional advice, and you accept full responsibility for ensuring that your actions in response to the advice are in compliance with applicable law.

BY SUBMITTING AN APPLICATION, YOU ACCEPT ALL RISK AND CONSEQUENCES OF ENTRY AND PARTICIPATION AND AGREE TO RELEASE AND HOLD HARMLESS ALL ORGANIZERS, ADMINISTRATORS, PROGRAM AUTHORITIES AND ALL OTHER PERSONS AND ENTITIES INVOLVED IN THE PROGRAM AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CONSEQUENCES, LIABILITY, LOSSES, DAMAGES (INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL OR INCREASED DAMAGES AND THOSE ARISING FROM OR RELATED TO PERSONAL INJURY, DEATH OR DAMAGE TO PROPERTY), COSTS AND EXPENSES, OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING FROM OR RELATED TO THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ENTRY AND PARTICIPATION IN THE PROGRAM, THE ACCEPTANCE AND/OR USE (OR MISUSE) OF ANY PRIZE, PRINTING ERRORS AND ANY CLAIMS BASED UPON THE RIGHTS OF PUBLICITY AND INVASION OF PRIVACY, EVEN IF ONE OR MORE OF SUCH PARTIES OR ANY OF THE OTHER RELEASED PARTIES WERE AWARE OF THE POSSIBILITY OF ANY SUCH CONSEQUENCES, LOSSES, DAMAGES, ETC. YOU ACKNOWLEDGE AND AGREE THAT ANY PRIZE IS AWARDED "AS-IS" AND THAT THE PARTIES LISTED ABOVE HAVE NOT MADE, AND ARE NOT IN ANY MANNER RESPONSIBLE OR LIABLE FOR, ANY REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, RELATIVE TO ANY PRIZE, INCLUDING, BUT NOT LIMITED TO, ITS QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, YOU FURTHER AGREE THAT NO ORGANIZER, ADMINISTRATOR, PROGRAM AUTHORITY, PRIZE SUPPLIER, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS, SHALL BE LIABLE FOR ANY

DAMAGES, LOSSES, COSTS OR EXPENSES, OF ANY KIND, ARISING FROM OR RELATED TO CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF SUCH INDIVIDUALS AND ENTITIES, INCLUDING, BUT NOT LIMITED TO, THOSE RESULTING FROM ACTS OF GOD, ACTS OF GOVERNMENT, ACTS OF TERROR, ACTS OF WAR, CIVIL UNREST, LABOR SHORTAGES AND/OR STRIKES, EVEN IF ANY ONE OR MORE OF SUCH RELEASED PARTIES WERE AWARE OF THE POSSIBILITY OF ANY SUCH EVENTS OCCURRING. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE PROGRAM AUTHORITIES WILL HAVE THE AUTHORITY TO AWARD THE PROGRAM PRIZES TO THE APPLICANT TEAM THAT THEY, IN THEIR SOLE AND ABSOLUTE DISCRETION, DEEM MOST DESERVING.

AWARDS MAY CONSTITUTE TAXABLE INCOME TO THE RECIPIENTS, AND YOU ARE HEREBY ADVISED TO SEEK THE ADVICE OF A TAX PROFESSIONAL TO ADVISE YOU AS TO ANY TAX IMPLICATIONS OR CONSEQUENCES OF AN AWARD. THE PROGRAM AUTHORITIES RESERVE THE RIGHTS (A) TO REQUIRE THE MEMBERS OF THE WINNING TEAM TO SUBMIT THEIR SOCIAL SECURITY NUMBERS BEFORE DISBURSING CASH AWARDS, AND (B) TO REQUIRE THE WINNING TEAM TO FORM AND DESIGNATE A LEGAL ENTITY TO WHICH A CASH AWARD IS TO BE MADE.

Neither the Program Authorities nor the Organizers are responsible for: computer, network, printing, typographical, human or other errors, problems or malfunctions relating to or in connection with the Program, including, but not limited to, errors, problems or malfunctions which may occur in connection with the administration of the Program, announcements of prizes, the processing of entries or in any Program-related materials; for stolen, lost, late, misdirected, undelivered, damaged, inaccurate, delayed, incomplete, illegible, or postage-due mail or for transactions that are lost, misdirected, or fail to enter into the processing system for any reason; or that are processed, reported, or transmitted late or incorrectly, or that are lost for any reason, including computer, telephonic, paper-transfer, or human error, or electronic, computer, or telephonic malfunction, damage, error, omission, interruption, defect, delay in operation or transmission, or any combination thereof; or if, for any reason, the Program is not capable of running as planned; or for infection from computer viruses, bugs, or tampering, unauthorized intervention, fraud, actions of entrants, technical failures, or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Program. The Program Authorities reserve the right, at their sole discretion, to disqualify any application or entrant and/or to cancel, terminate, modify, or suspend the Program and, at their sole discretion, to award the Program prizes to any eligible non-suspect application validly received prior to the action requiring such modification.

By submitting an application, you hereby release and agree to hold harmless the Organizers, the Program Authorities, their respective affiliates and all of their respective directors, officers, employees, representatives and agents (the "**Released Parties**"), from and against any and all liability for any loss, property damage or damage to persons, including, but not limited to, death and injury, due in whole or in part, directly or indirectly, arising out of your participation in the Program, or participation in any Program-related activity, including acceptance, use, misuse or possession of any prize (including any travel or activity related thereto). You further agree to indemnify and hold the Released Parties harmless from any third-party claims of infringement related to the use of your application, including, but not limited to, recording, copying, publishing, using, editing, or exhibiting your application.

The validity, construction and interpretation of these Terms and Conditions shall be governed by federal law and if no such law applies, then by the internal laws of the State of Arizona without regard to choice of law principles.

8. Privacy Act Statement. Any information contained or submitted in your application may be used in the future by the Program Authorities to market or publicize the Program. Collection is authorized by 39 USC §§ 401, 403 and 404. Any information you provide is voluntary, but if you do choose to withhold information from your application, the Program Authorities may not be able to process your application. The Program Authorities disclose information to third parties only with prior consent and only in the following limited circumstances: to financial entities regarding financial transaction issues; to an auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding them in fulfilling the service (service providers).
9. Amendments. The Program Authorities reserve the right, at any time and without notice, to add to, change, update or modify these Terms and Conditions by posting such change, update or modification on the Program Website. Any such change, update or modification will be effective immediately upon such posting.