

# NSIN HACKATHON

## Participant Agreement

FINAL PM 5-26-21

This Participant Agreement (“Agreement”) is a contract between you (“you” or “Participant”) and GXM Consulting LLC, the program manager for the National Security Innovation Network (“NSIN”) Hackathon described more fully in the Hackathon Amendment incorporated herein as Exhibit A (the “Hackathon”). NSIN is an initiative of the United States Department of Defense (“USDOD”) from the Defense Innovation Unit (“DIU”) and is designed to enable innovation by supporting conversations and collaborations to support national security innovation. The Hackathon is designed to help participants develop novel solutions to USDOD challenges. In consideration of your registration for and/or participation in the Hackathon, the sufficiency of which is hereby acknowledged, you agree as follows:

- Hackathon Description:** The Hackathon is a competition among individuals or teams who may compete to create one or more proposed solutions, which may include prototypes, models, software applications, or platforms (each, a “Solution”). For purposes of this Agreement, the “Hackathon Entities” shall mean GXM, NSIN, the United States Department of Defense (“USDOD”) and any other persons or entities participating as a partner with the USDOD in the design, production, organization, execution, promotion or marketing of the Hackathon. Your “Entry” shall consist of one or more Solutions and any other information, presentation, or materials you (or your team) submits in connection with the Hackathon.
- How to Participate:** Eligible Participants may participate individually or as a team. Participants must register for the Hackathon by following the instructions listed on the registration page, adhering to the terms of this Agreement, including reading and accepting the Official Rules, as defined in Section 4, and submitting all information requested by the Hackathon Entities. As applicable, you may register in your individual capacity or as a member of a team subject to the terms and condition of the Hackathon Amendment. If contractual or other obligations would prevent you from agreeing to the obligations, representations or warranties in this Agreement, your registration shall be void. You understand and agree that while you are not required to be a citizen of the United States to participate in the Hackathon, you must be a citizen of the United States to complete any follow-on work for the USDOD. Participation in the Hackathon by you will constitute your acceptance of any changes or revisions to the Agreement.
- Teams:** If you participate in the Hackathon as a member of a team, you understand and agree that, in order for a team to be eligible to participate, each of the members of the team must meet the eligibility criteria contained in the Official Rules, as defined in Section 4, and consent to this Agreement. In addition, you understand and agree that if your team is selected to receive the opportunity for funding for further development or demonstration, your team is responsible for ensuring that such further funding will be

appropriately distributed to each member of the team and that any recipient of funding has the ability to legally perform work for such further funding in the United States of America. If one member of the team does not comply with this Agreement (including the Official Rules), the team as a whole may be disqualified. Each team is solely responsible for its own cooperation and teamwork. We will not officiate any dispute between or among any team(s) or its/their members regarding their conduct, participation, cooperation or contribution.

4. **Representations and Warranties:** By and through your registration for the Hackathon, you represent and warrant the following:

- a. You have read, understand, and agree to abide by the (i) NSIN “Off the Beaten Path” Agenda and Judging Criteria available on our NSIN “Off the Beaten Path” page on the UNUM website set forth in Exhibit A and (ii) Code of Conduct provisions found at <https://innovatedefense.net/terms/user-agreement> (collectively, the “Official Rules”).
- b. From the date of registration through the Hackathon date, and no later than the Hackathon Date, you will periodically review the Hackathon website for any modifications or amendments to this Agreement.
- c. Any decisions concerning the Official Rules or any other matter relating to this Hackathon by the USDOD and/or the Hackathon Entities are final and binding on all Participants. Should there be a conflict between the Official Rules and this Agreement, the Official Rules shall control;
- d. You are the original author of your contributions to your Entry;
- e. to your knowledge, the Entry will not infringe on any third party’s copyright, patent, trademark, trade secret, right of publicity or property or any other right;
- f. Your Entry is not the subject of any actual or threatened litigation or claim;
- g. Your Entry will not be obscene, offensive, libelous, pornographic, threatening, abusive, or otherwise objectionable;
- h. Your Entry will not contain any content that is illegal, would constitute or encourage a criminal offense, or would otherwise give rise to liability or violate any law.

5. **Hackathon Assets:**

5.1. By participating in the Hackathon you may receive access to certain proprietary software, APIs, and/or other copyrighted materials, including pictorial, audio, video and/or audiovisual content (collectively, “Electronic Materials”) owned by the Hackathon Entities or their affiliates, partners or licensors through nsin.us or other mechanisms. Additionally, you may be given access to hardware, test equipment, devices, tools, and/or any other physical assets (Collectively, “Equipment”). The Electronic Materials and Equipment comprise the “Materials.” Your participation may also result in access to documentation, instructions and other information regarding the Materials (the “Information”). The Materials and Information owned by the Hackathon Entities are collectively comprise the “Hackathon Assets.” You acknowledge and agree that the Hackathon Assets are made available to you solely for your use in developing

and testing your Solution and not for any commercial purpose. You agree that unless specifically authorized by GXM in writing, you will not distribute, display, perform, transmit, publish or otherwise disclose or make available to any third party the Hackathon Assets under any circumstances, nor will you allow any third party to access or use the Hackathon Assets using any key, password or other identifier issued to you.

5.2. The Hackathon Assets are provided “as is” without warranty of any kind, either express or implied, including, without limitation, any implied warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, the Hackathon Entities do not warrant that the Materials will be suitable for your Solution or that the operation or supply of the Materials will be uninterrupted or error free.

5.3. Upon a request by the Hackathon Entities, you agree to permanently delete or otherwise destroy all Materials and Information in your possession or control and return all Equipment. You will promptly notify us if the Hackathon Assets in your possession or control are accessed or used by any third party and provide us reasonable cooperation and assistance in connection with our attempts to stop such unauthorized access or use.

5.4. You agree not to access or use the Materials in a manner that may interfere with any other user’s access or use, unless provided with express written consent by the Hackathon Entities. Your access to and use of the Hackathon Assets may be limited, throttled or terminated at any time at the sole discretion of the Hackathon Entities.

5.5. By providing Hackathon Assets for your use, the Hackathon Entities or any affiliates, partners or licensors to the Hackathon Entities are granting to you a limited, non-exclusive, non-commercial license to use the Hackathon Assets solely as needed to develop your Solution, and only as permitted by the Official Rules. Please note that the foregoing license does not include any right to create new or modified characters, storylines, treatments, scripts, artwork, audio-visual content or other artistic or creative works that are derived from or incorporate the Materials unless approved by GXM in writing. You will have no right, title or interest in or to any Hackathon Assets, and any use of the Hackathon Assets other than as permitted by this Agreement and the Official Rules may constitute infringement of the Intellectual Property of the Hackathon Entities or any affiliates, partners, or licensors. Additionally, you agree that you shall not include any third-party code in your Entry that would affect the rights or obligations in or to the Hackathon Assets of the Hackathon Entities or any affiliates, partners, or licensors. For purposes of this Agreement, “Intellectual Property” shall include all copyright, patent, trademark, trade secret and other intellectual property rights. Additionally, your use of certain Hackathon Assets may be subject to additional terms and conditions required by the owner or provider of those Hackathon Assets.

## 6. **Intellectual Property:**

6.1. To the extent that you have ownership rights (a) in any Intellectual Property incorporated into your Entry, (b) in Intellectual Property that is needed to operate or use your Entry, (c) in Intellectual Property covering other materials or inventions that are

incorporated into your Entry, or (d) in Intellectual Property that is needed to operate or use your Entry (all “Participant IP”), you hereby agree that you are authorized to use the Participant IP as necessary to conduct the Hackathon event and for internal evaluation purposes by the Hackathon Entities.

6.2. You represent and warrant that there are no contractual or other obligations (including obligations associated with your employment) that would prevent you from claiming Intellectual Property ownership rights in materials or inventions created by you and incorporated into your Entry.

6.3. You acknowledge that the Hackathon Entities and their affiliates, partner, and licensors, currently and in the future, may be developing software, techniques, ideas, products or services that may be similar to your Entry or other materials created or shared by you in connection with the Hackathon. Further, your participation in the Hackathon, and your sharing with us of your Entry or other software, techniques, works of authorship, concepts, ideas or other materials (“Shared Materials”), shall not create any express or implied agreement or obligation that would in any way limit or preclude the Hackathon Entities or their affiliates from developing, having developed, creating, acquiring, using, licensing, distributing or otherwise exploiting products, content or services (provided they do not violate your Intellectual Property rights as described above) that are similar or identical to those Shared Materials, or otherwise place the Hackathon Entities or their affiliates in any different position from any other member of the public with respect to those Shared Materials. Further, you acknowledge and agree that all Shared Materials are submitted on a non-confidential basis, and that the Hackathon Entities and their affiliates shall have no obligation to not disclose or otherwise treat as confidential such Shared Materials.

## **7. Event Code of Conduct:**

We are dedicated to providing a harassment-free experience for everyone, and we do not tolerate harassment of Participants in any form. You agree to be professional and respectful to all other Participants. You understand and agree that sexual language and imagery is not appropriate for the Hackathon. Participants violating these rules may be sanctioned or expelled from the event at the discretion of the Hackathon Entities.

Harassment includes offensive verbal comments related to gender, gender identity or expression, sexual orientation, disability, physical appearance, body size, race, religion, sexual images in public spaces, real or implied violence, intimidation, oppression, stalking, following, harassing photography or recording, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention.

Participants asked to stop any harassing behavior are expected to comply immediately. If a Participant engages in harassing behavior, the Hackathon Entities may take any action they deem appropriate, including warning the offender or expulsion from the event with no refund. If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact a representative of the Hackathon Entities immediately. The Hackathon Entities will be happy to help Participants address

concerns. All reports will be treated as confidential. We strongly encourage you to address your issues privately with any representatives of the Hackathon Entities. We encourage you to avoid disclosing information about the incident until the Hackathon Entities have had sufficient time in which to address the situation. Please also keep in mind that public shaming can be counter-productive. We do not condone nor participate in such actions. We value your attendance. If you cannot find a representative of the Hackathon Entities or are not comfortable contacting one of the representatives of the Hackathon Entities, you can alternatively contact [conduct@nsin.us](mailto:conduct@nsin.us).

## 8. **Privacy Policy:**

8.1. One or more of the Hackathon Entities will collect information from you for the Hackathon and may attempt to contact you. You represent, warrant and agree that you have read and understand the NSIN Privacy Policy found at <https://www.nsin.us/privacy-policy/>, the terms of which are incorporated herein by reference. You understand and agree that your information may be shared between the Hackathon Entities and their affiliates, partners, licensors, and service providers, as well as NSIN service providers. Notwithstanding the foregoing, you agree that the Hackathon Entities may, without any limitation or further compensation, use your name, voice and/or likeness in any and all media for the purpose of advertising and promoting the Hackathon, NSIN, and any other associated USDOD programs. Further, you grant to the Hackathon Entities and their affiliates, partners, licensors and service providers, the right to take photographs and videos of you, your property, and your Entry in connection with the Hackathon and grant the right to the Hackathon Entities (and their affiliates, partners, licensors, and service providers) to copyright, use, and publish the photographs and videos with or without your name and for any lawful purpose, including, but not limited to, publicity, illustration, advertising, and Internet and social media content. Additionally, you agree that USDOD and all Hackathon entities may demonstrate the operation and functionality of your Entry (but may not modify or publicize your source code) in connection with advertising and promoting the Hackathon and subsequent hackathons organized by USDOD.

8.2. By participating in the Hackathon you acknowledge and agree that the Hackathon Entities may receive many entries in connection with this and/or other competitions staged and/or promoted by one or more of them, and that such entries may be similar or identical in theme, idea, format, or other respects to your Entry. You waive any and all past, present or future claims against the Hackathon Entities relating to such similarities, or asserting that any compensation is due to you in connection with your Entry.

## 9. **Limitation of Liability:** IN NO EVENT SHALL THE HACKATHON ENTITIES, THEIR RESPECTIVE AFFILIATES, PARTNERS, LICENSORS AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE HACKATHON

OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF YOU HAVE A DISPUTE WITH ANY PARTICIPANT OR ANY OTHER THIRD PARTY, YOU RELEASE THE HACKATHON ENTITIES, THEIR RESPECTIVE AFFILIATES, PARTNERS, LICENSORS, AND SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. YOU AGREE THAT ANY CLAIMS AGAINST ANY HACKATHON ENTITY ARISING OUT OF THE HACKATHON OR THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, YOUR CLAIM IS PERMANENTLY BARRED.

10. **Release and Indemnification:** By entering the Hackathon, you agree, on behalf of yourself and your heirs, executors and administrators, (a) to release and hold harmless the Hackathon Entities (and the associated affiliates, partners, licensors, and service providers), as well as their respective officers, directors, and employees (collectively, “Released Parties”) from any claims, liability, damage, litigation, illness, injury or death that may occur, directly or indirectly, whether caused by negligence or not, from your participation in the Hackathon, any Solution you submit, your acceptance, possession, use, or misuse of any funding for further development or demonstration, or any portion thereof (including any travel related thereto), your violation of any law, rule or regulation, and/or your violation of the rights of any third party; (b) to indemnify Released Parties from any and all liability resulting or arising from your participation in the Hackathon and acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any funding for further development or demonstration; and (c) to be bound by this Agreement and the Official Rules and to waive any right to claim any ambiguity or error therein or in the Hackathon itself, and to be bound by all decisions of the Hackathon Entities, which are binding and final. Failure to comply with these conditions may result in disqualification from the Hackathon at the sole discretion of the Hackathon Entities.
11. **Not an Offer or Contract of Employment:** Under no circumstances shall your participation in the Hackathon, any offer of subsequent funding for further development or demonstrations, or anything in this Agreement be construed as an offer or contract of employment with any of the Hackathon Entities. You acknowledge that you are participating in the Hackathon voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency, partnership, joint venture or other relationship or implied-in-fact contract now exists between you and any Hackathon Entity and that no such relationship is established by your participation in the Hackathon.

12. **Additional Terms:** The Hackathon is subject to applicable federal, state and local laws. The Hackathon Entities reserve the right to permanently disqualify from the Hackathon any person it believes has intentionally violated this Agreement. Any attempt to deliberately damage the Hackathon or the operation thereof is unlawful and subject to legal action by the Hackathon Entities, which may seek damages to the fullest extent permitted by law. The failure of Released Parties to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Hackathon Entities (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of this Agreement. Released Parties assume no responsibility for any injury or damage to your or any other person’s computer relating to or resulting from entering or downloading materials or software in connection with the Hackathon. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in this Agreement; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. The Hackathon Entities reserve the right to cancel, modify, or suspend the Hackathon or any element thereof (including, without limitation, this Agreement) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in this Agreement). The Hackathon Entities may prohibit any person from participating in the Hackathon, if such person shows a disregard for this Agreement; acts with an intent to annoy, abuse, threaten, or harass any other entrant or any agents or representatives of the Hackathon Entities (or any associated affiliates, partners, licensors, or service providers for the Hackathon Entities); or behaves in any other disruptive manner (as determined by the Hackathon Entities in their sole discretion). This Agreement constitutes the entire agreement between the Hackathon Entities and you with respect to the Hackathon and supersedes all previous or contemporaneous oral or written agreements concerning the Hackathon.
13. **Dispute Resolution:** This Hackathon is governed by, and will be construed in accordance with, the laws of the Commonwealth of Virginia and the forum and venue for any dispute shall be in the Commonwealth of Virginia. In no event shall any party be entitled to recover attorneys’ fees or other related costs of bringing a claim, or to rescind this Agreement or seek injunctive or any other equitable relief.
14. **How to Contact Us:** If you want to send us notices or service of process, please contact us via email at [info@gxmconsulting.com](mailto:info@gxmconsulting.com) or by physical mail at: 4600 N Fairfax Drive, Arlington, VA, 22203.

**EXHIBIT A**  
**Hackathon Amendment**

Title:

Description:

Date:

NSIN Hackathon webpage: <https://unum.nsin.us/polar-vortex>

Program requirements:

Section 6, Intellectual Property shall be modified as follows: [SHOULD THE HACKATHON REQUIRE THAT PARTICIPANTS BUILD SOMETHING SPECIAL FOR THE EVENT SUCH THAT YOU WOULD LIKE TO REATIN IP RIGHTS, INCLUDE IT HERE].