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Introduction and Purpose

This Hackathon Agreement ("Agreement") is made and entered into as of August 9, 2025, by and between Docupal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Docupal Demo"), and Acme, Inc ("ACME-1"), a business organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Hackathon Overview

Docupal Demo and ACME-1 are collaborating to host a hackathon focused on fostering innovation in AI-driven solutions for sustainable urban development. This event will provide a platform for participants to develop software and hardware solutions over a 48-hour period, commencing on November 3, 2024, and concluding on November 5, 2024.

Purpose of this Agreement

The purpose of this Agreement is to establish the terms and conditions governing participation in the hackathon. It outlines the rules, intellectual property rights, data privacy measures, liability limitations, and dispute resolution mechanisms that will apply to all participants. By entering into this Agreement, both Docupal Demo and ACME-1 aim to ensure a fair, productive, and legally sound environment for the hackathon.

Participation Terms and Eligibility

Eligibility

The Hackathon is open to individuals with skills and interest in software development, data science, and urban planning. This includes students, professionals, and enthusiasts. Docupal Demo, LLC, retains the right to verify participant eligibility.



Registration

To participate, individuals must register online through the designated Hackathon platform. As part of the registration process, participants must provide accurate and verifiable information to confirm their eligibility. Participants must also acknowledge and agree to the terms outlined in this Hackathon Agreement. Docupal Demo, LLC, reserves the right to refuse registration to any individual at its sole discretion.

Code of Conduct

Participants are expected to conduct themselves professionally and ethically throughout the Hackathon. All forms of harassment, discrimination, or disruptive behavior are strictly prohibited. Participants should treat each other with respect and foster a collaborative environment. Failure to adhere to these standards may result in disqualification from the Hackathon.

Intellectual Property Rights and Code Ownership

Ownership of Developed Solutions

Participants retain full ownership of all intellectual property rights related to their projects submitted during this hackathon. ACME-1 acknowledges that participants are the sole owners of their inventions, source code, and developed solutions.

Use of Third-Party Code

Participants can use third-party code and libraries in their projects. However, they must comply with all applicable open-source licenses. Proper attribution to the original source of any third-party code is mandatory. Participants are responsible for ensuring their use of third-party code does not violate any licensing terms or restrictions.



Pre-Existing Intellectual Property

Participants retain ownership of their pre-existing intellectual property. Participation in this hackathon does not transfer ownership of any pre-existing IP to ACME-1 or Docupal Demo, LLC. By participating, participants grant Docupal Demo, LLC a non-exclusive license to use their IP for event-related publicity and promotional purposes. This license is limited to showcasing the hackathon and its outcomes.

Confidentiality and Data Protection

DocuPal Demo, LLC ("DocuPal") and ACME-1 recognize the importance of protecting confidential information and personal data. This section outlines the obligations and measures related to these critical aspects of the Hackathon.

Confidential Information

Confidential information includes any proprietary data, trade secrets, or non-public information disclosed by either party during the Hackathon. Participants and organizers must treat this information as confidential and not disclose it to third parties without prior written consent from the disclosing party. Participants are explicitly restricted from sharing sensitive information about other participants or the organizers without obtaining explicit prior consent.

Personal Data

DocuPal collects personal data through the Hackathon registration form. This data will be protected according to DocuPal's privacy policy, which is available upon request. DocuPal will implement appropriate technical and organizational measures to ensure the security and confidentiality of personal data.

Liability, Indemnification, and



Disclaimers

Liability

Participants acknowledge that Docupal Demo, LLC is not liable for any personal injury, property damage, or other losses incurred during the hackathon. Participants are solely responsible for their own well-being and belongings.

Indemnification

Participants agree to indemnify, defend, and hold harmless Docupal Demo, LLC and ACME-1, including their officers, directors, employees, and agents, from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including attorney's fees) arising out of or relating to the participant's involvement in the hackathon. This includes, but is not limited to, any violation of this Agreement, infringement of intellectual property rights, or damage to property.

Disclaimers

All materials, information, and outcomes provided during the hackathon are provided "as is" without warranty of any kind. Docupal Demo, LLC disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. Docupal Demo, LLC does not guarantee the accuracy, completeness, or usefulness of any information provided during the hackathon. Participants acknowledge that their use of any information or materials provided is at their own risk.

Prizes, Awards, and Recognition

ACME-1 will provide prizes to Participants who achieve the highest rankings in the Hackathon. Prizes will be awarded based on innovation, feasibility, and potential impact of the submitted solutions.

Available Prizes

The available prizes include:

- Cash awards



- Software licenses
- Mentorship opportunities

Winner Selection and Eligibility

Winners will be selected by a panel of judges chosen by ACME-1. Prize acceptance is subject to verification of eligibility and compliance with applicable tax regulations. DocuPal Demo, LLC is not responsible for tax implications related to prizes.

Public Recognition

ACME-1 will recognize the Hackathon winners publicly. Recognition will occur on the event website, across social media platforms, and during the closing ceremony.

Event Schedule and Submission Guidelines

Key Dates

The following dates are important for all participants:

- **Registration Deadline:** October 27, 2024
- **Submission Deadline:** November 5, 2024

Submission Instructions

Participants must submit their project work electronically. Use the designated online platform for all submissions. Submissions should be in a commonly used archive format. Acceptable formats include .zip or .tar.gz. Ensure your submission is compatible with the platform specifications.

Team Formation and Responsibilities

ACME-1 will form teams to participate in the Hackathon. Each team must have at least two (2) members. No team can have more than five (5) members.



Team Composition

ACME-1 participants are responsible for forming their own teams. Docupal Demo, LLC will not assign participants to teams. Teams should aim for a mix of skills relevant to the Hackathon's focus on AI and sustainable urban development.

Roles and Responsibilities

Each team must clearly define the roles and responsibilities of its members. All team members must agree on these roles. This ensures accountability and efficient collaboration.

Team Member Departure

If a team member leaves the team during the Hackathon, the remaining team members are responsible for adjusting their roles and responsibilities. The team must notify Docupal Demo, LLC of any changes in team composition. The team will still be responsible for delivering a working solution, even with a reduced team size.

Dispute Resolution and Governing Law

Dispute Resolution

Docupal Demo, LLC and ACME-1 will attempt to resolve any disputes arising from this Agreement through good-faith negotiation. If negotiation fails, the parties will attempt to resolve the dispute through mediation.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The parties agree that any legal action or proceeding arising under this Agreement will be brought exclusively in the state or federal courts located in Delaware, and the parties hereby consent to the personal jurisdiction and venue therein.



Miscellaneous Provisions

Amendments

This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Docupal Demo, LLC and ACME-1.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The parties agree to negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves, to the extent possible, the original intent of the parties.

Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by circumstances beyond its reasonable control, including, but not limited to, acts of God, war, riots, fire, flood, earthquake, pandemic, government regulation, or strikes. In the event of such circumstances, the affected party shall promptly notify the other party and shall use commercially reasonable efforts to mitigate the impact of the event. The organizers reserve the right to modify the event format or schedule in the event of unforeseen circumstances.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.



Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit with a nationally recognized overnight courier, or upon confirmed transmission by email, to the respective parties.

