

HACKATHON PARTICIPATION AGREEMENT

AEgis Technologies Group, Inc. is pleased to host the **GeoHackHsv** Hackathon (“Hackathon”). The Hackathon is governed by this Hackathon Participation Agreement (“Agreement”). By entering the Hackathon, you (“Participant”) agree to abide by the Agreement which is a binding legal agreement between Participant and AEGis Technologies Group with respect to the Hackathon.

Eligibility

Participants must be US citizen, and at least 18 years of age to participate, unless participating as part of the Huntsville City Schools Cyber Patriot Program.

Ownership of Entries

Participants are allowed to use the open source tools provided by NGA in addition to other commercially known open source tools. Participants are also encouraged to use their own proprietary solutions to develop creative and efficient products. If you are representing a company, your company’s proprietary software assets are also allowed to be used with the appropriate permission within your organization. Participants represents and warrants that they have permission to use such proprietary data and that it does not infringe on the intellectual property or proprietary rights of any third party, including, without limitation, any third party, patents, copyrights, or trademarks. Please reference the Terms and Conditions data to confirm that all IP rights remain with the participant and/or the organization they are representing.

Prize and Awards

At the end of the hackathon teams will present their solution to the Hackathon attendees. All participants will vote on the people’s choice award. Process for voting will be anonymous. Process will be determined based on number of participants. The Entry that earns the highest overall votes will win. All decisions will be final.

Publicity and Privacy

Except where prohibited, by participating in the Hackathon, Participant understands that the Hackathon may be photographed, videotaped, recorded, etc. and hereby grants AEGis Technologies Group, Inc. the right to use or refrain from using Participant’s name and/or likeness any and all footage about Participant’s participation in the Hackathon and Participant’s Hackathon submission in any manner or media that AEGis Technologies Group, Inc. sees fit without Participant’s review or approval and without compensation. By participating in the Hackathon, Participants agree that their personal data provided as part of the Hackathon may be used for the purposes of the Hackathon.

Participation in the Hackathon constitutes Participant’s full and unconditional agreement to and acceptance of these Terms and Conditions (“**Terms**”). The term “you” refers to you, the “**Participant**”.

Licensing and Intellectual Property Rights

AEgis Technologies Group, Inc. does not claim any license or any intellectual property rights in Participant’s submission, except for the limited license to review the submission as part of Hackathon judging and awarding of prizes.

Liability Release and Indemnity

UNDER NO CIRCUMSTANCES WILL AEGIS TECHNOLOGIES GROUP, INC. BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, ARISING OUT OF OR RELATING IN ANY WAY TO THE HACKATHON AND/OR THIS AGREEMENT. Participant shall indemnify and hold AEGIS Technologies Group, Inc. and its officers, directors, employees, successors and assigns harmless against any claims, losses, damages, liabilities and expenses (including reasonable attorneys' and other professionals' fees) incurred by AEGIS Technologies Group, Inc. in connection with, arising out of or relating in any way to the Hackathon and/or this Agreement.

Disclaimer

IN NO EVENT WILL AEGIS TECHNOLOGIES AND ITS SPONSORS BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE HACKATHON, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Governing Law and Severability

This Agreement and its terms and conditions are governed by the law of the State of Alabama, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Hackathon or the Terms must be brought in either the federal or state courts located in the Alabama. All disputes, claims and causes of action arising out of or in connection with the Hackathon, prizes or the Agreement shall be resolved individually, without resort to any form of class action, and exclusively by the courts of the State of Alabama and each of the Participants submit to the exclusive jurisdiction and venue of such courts for the purpose of any such action. If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

General

The Hackathon is subject to federal, state, and local laws and regulations. The Hackathon is offered by AEGIS Technologies Group, Inc., which are not responsible for (i) late, lost, damaged, incomplete, or misdirected Entries, responses, or other correspondence, whether by email or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Entries; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

AEGIS Technologies Group, Inc. reserve the right, in their sole discretion, to cancel, modify or suspend the Hackathon in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Hackathon is compromised, without liability to the Participants. AEGIS Technologies Group, Inc. reserve the right to disqualify any Participant, as determined by AEGIS Technologies Group, Inc., in their sole discretion.