

MOUNT SINAI HEALTH HACKATHON PARTICIPATION AGREEMENT

Icahn School of Medicine at Mount Sinai (“Mount Sinai”) is pleased to present Mount Sinai Health Hackathon 2017 (“Health Hackathon”). The Health Hackathon is governed by the rules set out below in this Health Hackathon Participation Agreement (“Agreement”). By participating in the Health Hackathon, you (the “Participant”) agree to abide by this Agreement that is a binding legal agreement between Participant and Mount Sinai with respect to the Health Hackathon.

Event Description

The Health Hackathon is organized in the spirit of innovation, collaboration and scientific application directed to solve real world problems in a focused effort to identify solutions to the theme of the Health Hackathon. The theme of this Health Hackathon is cancer. It is the intention of Mount Sinai to provide an educational and useful outcomes that can make a positive impact on patient outcomes and quality of life.

Eligibility

Participants must be at least eighteen (18) years of age and a legal resident of the United States to be eligible to participate in the Health Hackathon. Participants must be registered in the Health Hackathon to participate in the Health Hackathon. Only registered Participants may submit an entry to be judged in the Health Hackathon (a “Submission”). The deadline for Participants to register for the Health Hackathon is 5pm on Thursday, October 12, 2017.

Teams

Teams can be formed between Participants ; there is no restriction on the number of members per team but a maximum of 8 is suggested. Team registration deadline is 11:00 PM on Friday, October 13, 2017. Teams may not be changed once Participants have registered as a team.

Health Hackathon Judging Criteria

Each Submission will be judged based on the following ten (10) criteria, each on a 0-5 point scale: clinical relevance & validity, potential impact, novelty / creativity, feasibility, design concept, overall demo progress, functionality, user experience, integration of technology and technical sophistication. The Submission(s) with the highest total score out of fifty (50) potential points will be awarded with a prize commensurate with the placement of the Submission’s score relative to all Submissions.

Prizes

Prizes will be awarded to the teams whose Submissions are deemed winners by the Judges. Prizes for winning Submissions may include money, mentorship, sponsor site visit or other relevant awards to be determined in the sole discretion of Mount Sinai. Prize Money will be distributed equally amongst all Participants of a registered team. .

Mount Sinai will deduct appropriate income taxes from the prize checks of Mount Sinai employees.

Participation Terms and Conditions

By registering for or submitting an entry to the Health Hackathon, Participant represents and warrants the following: (a) Participant will not submit content that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless Participant is the owner of such rights or has permission from their rightful owner to post the content and participate in the Health Hackathon; (b) Participant will not publish falsehoods or misrepresentations that could damage the Health Hackathon, Mount Sinai, sponsors, or any other third party; (c) Participant will not submit content that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or destructive to the Health Hackathon or to the brand image or goodwill of Mount Sinai or sponsors; (d) Participant will not post advertisements or solicitations of business; (e) Mount Sinai will not be obligated to pay any compensation to, or permit any participation by, any third party in connection with the use, reproduction, modification, publication, display or other exploitation of any of the content that is submitted; (f) the content submitted by Participant does not contain any viruses, Trojan horses, worms or other disabling devices or malicious code; and (g) Participant will not attempt, create, or use any unauthorized access to Mount Sinai network or other digital communication or data storage systems.

Mount Sinai reserves the right to initiate any legal cause of action and/or alert authorities in the case of any property damage or theft or any other violation of law or violation of this Agreement.

Participant understands that the Health Hackathon may be photographed, videotaped, recorded, etc. and hereby grants Mount Sinai the right to use Participant's name, voice, comments, hometown and state of residence and/or likeness in any and all footage about Participant's participation in the Health Hackathon and Participant's Health Hackathon submission in any manner or media that Mount Sinai sees fit without Participant's review or approval and without compensation.

Intellectual Property

Mount Sinai asserts no ownership, through the Health Hackathon, in any intellectual property that may result from participation in the Health Hackathon. Notwithstanding the foregoing, Participant may be subject to the Mount Sinai Intellectual Property Policies and Processes (the "Policy") or the IP Policy of Participant's employer. Nothing in this Agreement will be construed to supersede or interfere with other obligations to Participant employer. All Mount Sinai Health System Members (as defined in the Policy) remain subject to all rights and obligations of the Policy and may be required to disclose any invention created in the Health Hackathon as described in the Policy.

By registering for the Health Hackathon and presenting or submitting an entry (regardless of the form or medium of such content), Participant grants Mount Sinai a worldwide,

perpetual, irrevocable, non-exclusive, royalty-free license to discuss, publicize, demonstrate, and otherwise display content derived from or relating to such entry for promotional and marketing purposes and for purposes relating to the Health Hackathon. Participant will not receive any compensation for this use of such entry.

If Participant is part of a team, that team is wholly responsible for determining ownership of any intellectual property rights developed during the Health Hackathon. Participant agrees that Mount Sinai will not be responsible for any disputes regarding intellectual property resulting from the Health Hackathon. Participant agrees that there is no obligation of confidentiality on the part of Mount Sinai, Health Hackathon staff or other Participants regarding submissions or ideas generated at the Health Hackathon. Participant agrees and acknowledges that any idea, conversation or submission may be considered a public disclosure under US Patent Laws.

Limited Liability and Indemnification

To the maximum extent permitted by law, Participant shall release, indemnify, defend and hold harmless Mount Sinai, its employees, officers, trustees, agents, affiliates, and Judges from and against any loss, claims, costs or other liabilities or damages (including reasonable attorneys' fees) arising from or related in any way to the Health Hackathon.

Miscellaneous

Participant and/or Participant's entire team may be disqualified for any of the following actions, with or without warning, in Mount Sinai's sole discretion: (i) verbal abuse of another participant or Health Hackathon staff; (ii) inappropriate touching or harming of another participant or Health Hackathon staff; (iii) breach of this Agreement or any other agreement entered into in connection with the Health Hackathon; (iv) violation of or non-compliance with any section of this Agreement, (v) violating the spirit or any legitimate operation of the Health Hackathon or (vi) if Participant's submission is disqualified. ALL DISQUALIFICATION DECISIONS OF MOUNT SINAI ARE FINAL AND NOT SUBJECT TO APPEAL.

Any dispute related to this Agreement or arising out of participation in the Health Hackathon shall be settled through consultation and negotiation in good faith between the Participant and a to-be-designated Mount Sinai executive. Any mutually agreed decision to resolve such dispute shall be final and binding on the parties. If the dispute is not resolved after such consultation and negotiation then such dispute shall be submitted to a mediation authority under the American Arbitration Association Model Commercial Mediation Procedures for final and binding decision with no right to appeal. Participant hereby agrees that such consultation and/or subsequent mediation are the only dispute resolution mechanisms arising from participation in the Health Hackathon. Participant hereby waives any right to bring any action arising from or in connection to this Agreement or participation in the Health Hackathon. This Agreement is construed under and governed by the laws of the State of New York.