

WENDY SCHMIDT OCEAN HEALTH XPRIZE

EXHIBIT A

Competition Guidelines

These Competition Guidelines summarize the high-level requirements and rules of the Competition. The requirements herein are binding on Teams as provided in the Competitor Agreement.

I. PRIZE PURSES

- A. **ACCURACY PRIZE PURSE.** There will be an “Accuracy Prize Purse” in the amount of \$1,000,000, with a First Place Prize of \$750,000 and a Second Place Prize of \$250,000, to be awarded to the two Teams whose Entries receive the two highest aggregate scores as tabulated according the scoring procedures for the Accuracy Prize Purse which emphasize Accuracy, Precision, and Stability as demonstrated in laboratory, coastal, and deep-ocean conditions, while also meeting certain minimum standards for Affordability and Ease-of-Use (see Table 1 below for scoring details).
- B. **AFFORDABILITY PRIZE PURSE.** There will also be an “Affordability Prize Purse” in the amount of \$1,000,000 with a First Place Prize of \$750,000 and a Second Place Prize of \$250,000 to be awarded to the two Teams whose Entries receive the two highest aggregate scores as tabulated according the scoring procedures for the Affordability Prize Purse which emphasizes Affordability and Ease-of-Use, while also meeting certain minimum standards for Accuracy, Precision, and Stability as demonstrated in laboratory and coastal conditions.
- C. **COMPETITION FOR BOTH PRIZE PURSES.** All Teams are eligible to compete for both the Accuracy Prize Purse and the Affordability Prize Purse.

II. JUDGING CRITERIA

For the purposes of this Agreement, “pH” is defined in terms of the total hydrogen ion concentration of seawater. The *conventional true value* of pH for a sample of seawater will be based on measurements using the pH indicator *m*-cresol purple together with a high-quality laboratory spectrophotometer. A complete description of the measurement procedure will be provided in a set of Rules and Regulations that will be prepared and adopted by XPRIZE and will be provided to each Team as an Attachment to these Guidelines at a later date (“Rules and Regulations”).

Entries will be evaluated based on the following criteria (for more information, see Table 1 below):

- A. **ACCURACY:** Determines the measurement error of a sensor in seawater, and is defined as the difference between the value of pH reported by a sensor and the conventional true value of pH for that seawater.
- B. **PRECISION:** Determines a sensor’s repeatability over time and is defined as the closeness of the agreement between the results of successive measurements of pH carried out under the same conditions of measurement, expressed as a standard deviation.

- C. STABILITY:** Determines a sensor’s consistency over time and is defined as the rate of drift estimated over periods of a month or more, expressed as the root mean square error (deviation from the conventional true value) estimated from sensor measurements made over a specified period of time.
- D. AFFORDABILITY:** Determines the cost of using individual sensors to deliver accurate pH data over a given amount of time. This will be directly assessed from the materials cost estimate for the manufacture of Team’s Entry. A specific process for allocating points in this area will be set forth and defined in the Rules and Regulations.
- E. EASE-OF-USE:** Determines the ease with which devices can be calibrated (or self-calibrated), deployed, maintained, and data can be accessed, taking into consideration physical size, weight, durability, accessibility, and related characteristics. A specific process for allocating points in this area will be set forth and defined in the Rules and Regulations.

Table 1. Percentage of Points and Minimum Standards for Each Phase.

Measurement Criterion	ACCURACY PRIZE PURSE		AFFORDABILITY PRIZE PURSE	
	Percentage of Points	Minimum Standards	Percentage of Points	Minimum Standards
Phase 2a	20% of total		20% of total	
Accuracy	20.0%	≤0.02 pH units from “accepted value”	20.0%	≤0.04 pH units from “accepted value”
Phase 2b	15% of total		15% of total	
Stability	10.0%	≤0.0067 pH units/month	10.0%	≤0.013 pH units/month
Precision	5.0%	1 std. dev. ≤0.01 pH units	5.0%	1 std. dev. ≤0.02 pH units
Phase 3	30% of total		65% of total	
Stability	10.0%	≤0.0067 pH units/month	7.5%	≤0.013 pH units/month
Precision	10.0%	1 std. dev. ≤0.01 pH units	7.5%	1 std. dev. ≤0.02 pH units
Ease-of-Use	5.0%	--	25.0%	--
Affordability	5.0%	≤ \$15,000	25.0%	≤ \$1,000
Phase 4	35% of total		0% of total	
Accuracy	15.0%	≤0.02 pH units from “accepted value”	--	--
Precision	15.0%	1 std. dev. ≤0.01 pH units	--	--
Ease-of-Use	5.0%	--	--	--
TOTAL	100.0%		100.0%	

Judging protocols with specific scoring procedures based on commonly accepted practices will be detailed in the Rules and Regulations. For a summary of how points will be weighted for each Prize Purse, see Table 1 above. In addition, there are “Minimum Standards” for each criterion that each Entry must meet to be eligible to compete for each Prize Purse. Minimum Standards differ between the two Prize Purses and are detailed in Table 1 above. Entries not meeting Minimum Standards for either Prize Purse during any phase will not be eligible for advancement in the Competition.

III. COMPETITION PHASES

The Competition will occur in four (4) phases. Teams will not be scored during Phase 1. Points will be awarded to Teams in Phases 2, 3 and 4. After Phase 2 and after Phase 3 only the top Teams, as determined by the Judging Panel, will remain eligible to compete in the next phase. Phase 3 will be the last phase to determine the winners of the Affordability Prize Purse. Phase 4 of the Competition will help determine the winners of the Accuracy Prize Purse.

Table 2. Competition Calendar

9 September 2013	Launch (San Francisco)
9 September 2013	Intent to Compete Opens
31 January 2014	Registration formally Opens
11-13 March 2014	WSOHXP Forum (London)
31 March 2014	Early Registration Closes
30 June 2014	Final Registration Deadline
July 2014	Virtual Team Summit (online)
31 July 2014	Entry Submission Form Deadline
August 2014	Judging Panel Review of Entry Submission Forms
September 2014	Phase 2a Lab Accuracy Trials Begin
September 2014	Phase 2a Lab Accuracy Trials End
September 2014	Phase 2b Tank Stability and Precision Trials Begin
December 2014	Phase 2b Tank Stability and Precision Trials End
December 2014	Team Summit
January 2015	Results of Phase 2 Announced
January 2015	Phase 3 Deadline for Updates to Entry Submission Forms
February 2015	Phase 3 One-Month Coastal Trials (Seattle)
March 2015	Phase 3 Results Announced
April 2015	Phase 4 Deadline for Updates to Entry Submission Forms
May 2015	Phase 4 Ocean Trials Begin
May 2015	Phase 4 Ocean Trials Begin
July 2015	Awards Ceremony

Note: The above dates and locations are subject to change pursuant to the Agreement.

A. PHASE 1 – REGISTRATION, FORUM AND ENTRY SUBMISSIONS

1. Registration. Team’s participation in Phase 1 may begin upon Team’s submission of the Intent to Compete Form and will be open to all prospective and registered Teams. For details concerning the Intent to Compete and Registration, see the Competitor Agreement or visit <https://oceanhealth.xprize.org>.

2. Wendy Schmidt Ocean Health XPRIZE Forum. The highlight of Phase 1 will be the Wendy Schmidt Ocean Health XPRIZE Forum, expected to be held in conjunction with Oceanology International 2014 in London, UK, scheduled for March 11-13, 2014 at ExCeL. The Forum will also be open to: (i) all Members of registered Teams; (ii) potential competitors that have submitted Intent to Compete Forms for the Competition; (iii) attendees of Oceanology International 2014; and (iv) others as determined by XPRIZE. Teams will have the opportunity to complete their Registration at the Forum and thereby gain access to the events and resources available to registered Teams.

One of the primary goals of the Forum is to help Teams identify potential collaborators, partners, funding sources, and other valuable resources. Through scheduled events and activities, Teams will have the opportunity to explore how working together might help each Team enhance their technology and better understand potential markets for pH sensor technologies.

In addition, XPRIZE will coordinate press, media and marketing initiatives to attract valuable attention to those Teams that participate in the Forum. The Forum will also include one or more events that will showcase the Teams and Team Members, as well as allow Teams to demonstrate and discuss their technology and otherwise engage with the press, media and the public. Through scheduled events and activities, Teams will have the opportunity to explore how working together might help each Team enhance their technology and better understand potential markets for pH sensor technologies.

3. Entry Submission Form. By the end of Phase 1, all registered Teams must complete and submit at least one “Entry Submission Form.” The Entry Submission Form and procedures for its submission will be available on the Team Portal. Each Entry Submission Form will provide detailed information to the Judging Panel regarding such Entry and will be used by the Judges: (i) to determine whether not the Entry is likely to satisfy the Minimum Standards; (ii) to determine whether or not each Entry submitted by a given Team is substantially different than the other Entry or Entries also registered by the same Team as required by the Agreement; (iii) to calculate the anticipated cost of the total effort for producing a single sensor unit as described in the Entry Submission Form (“Entry Unit”); and (iv) to gain a general understanding of the Entry for use in determining and preparing for technical requirements of testing and judging during the Competition. Teams are encouraged to submit their Entry Submission Forms as early as possible after Registration. Such Entry Submission Forms may be modified by the Team through the Team Portal at any time prior to the Entry Form Submission Deadline. The deadline for final submission of Entry Submission Forms (“Entry Submission Form Deadline”) prior to the beginning of Phase 2 is listed in the Competition Calendar.

4. Criteria for Evaluation of Entry Submission Forms. Any Entry that clearly fails to satisfy the Minimum Standards for competing for at least one of the two Prize Purses in Phases 2-4, based on the evaluation of the Entry Submission Form by the Judging Panel, will not be eligible to compete in Phase 2. The burden rests entirely on the Team to present a compelling case for its Entry to the Judging Panel within the parameters of the Entry Submission Form.

Teams are encouraged to consider the following principles when completing their Entry Submission Form(s); submissions should be:

- Clear: Documentation will be needed to prove and validate the feasibility of the Entry. Relevance rather than volume of information will be rewarded;
- Concise: Presentation of all information submitted creates a logical, succinct case for the Entry; and
- Convincing: The Entry derives a solid, convincing conclusion for its significance in advancing the field of ocean health sensing.

5. Entry Submission Form Details. Each completed Entry Submission Form must be submitted through, and in the form provided on, the Team Portal and should include accurate and detailed information regarding the Entry and in each of the following areas:

- Technology and Business Plan: Provide a general overview of the technology and its potential commercial applications. This plan consists of two parts:
 - Technical Approach: Provide a technical description of the proposed solution, including any necessary diagrams, supporting photos, and/or video, etc. Content should include any previous testing and evaluation data that validates success of this technical approach, if available. This document must describe, at minimum, the calibration method and pH measurement methodology. In addition, a clear description of the innovative nature of this technical approach and the manner in which it can be used by potential customers is required for judging.
 - Business Plan: Provide a general plan for how the Entry can be financed and built for the Competition, as well as how this technology might be utilized at a commercial manufacturing scale. Describe the plan to compete in the Competition and for commercializing this technology to meet market demand. Outline a plan for scaling the technology to commercial scale.
- Operations Plan: Provide a plan for how the Entry will be operated during the course of the Competition, as well as by the anticipated customers/users. Specifically describe the method for calibration, deployment, *in situ* operations, ease-of-use, and data management. Describe the plan to compete in the Competition, the expected end-users for the technology, and anticipated operational protocol for operating the sensor.

- Competition Phase Deployment: Describe how the Entry will be deployed at the testing facilities for Phases 2a, 2b, 3, and 4. Please include specific requirements for deploying the Entry for use by the validation team, facility operations personnel, and your competition Team personnel.
- Rough Order of Magnitude (ROM) Cost Estimate: Provide a good faith estimate of the anticipated cost to produce a single Entry Unit based on reasonable inquiry, research and due diligence on the part of Team. This estimated cost should: (i) represent the total effort require to produce an Entry Unit; (ii) should include all labor, equipment, fabrication, consumables, and other anticipated costs and expenses; (iii).should be broken down to show the estimate cost of each line item; and (iv) should specify all assumptions associated with commercial production, including anticipated market size, production volume, and economies of scale.
- Estimates for Technical Competition Criteria: Provide estimated performance measurements with regard to the five Judging Criteria listed above, as follows:
 - Accuracy: Anticipated measurement accuracy in pH units.
 - Precision: Estimated repeatability (1 standard deviation) in pH units.
 - Stability: Estimated maximum change in pH units per month.
 - Affordability: The materials and material costs used in construction of each Entry Unit will be submitted. The Entry Unit cost will be directly assessed from these materials costs estimates.
 - Ease-of-Use: Operations Plan must include a description of the calibration method, data protocols, and maintenance protocols for each Entry Unit. The Judging Panel will evaluate the accuracy of these methods and protocols during deployment in Phase 3 and assign points based on specific criteria for each of these use-based characteristics.
- Design Characteristics: Teams must provide an estimate of the physical characteristics of their sensor design:
 - Size and Weight: The maximum size for any Entry Unit will be one meter (1m) in the longest dimension and twenty centimeters (0.2m) in diameter. The maximum weight for any Entry Unit will be ten kilograms (10kg) in air/two kilograms (2 kg) in water. In addition, size and weight will be considered in judging the Ease-of-Use of each Entry. Further technical details will be set forth in the Rules and Regulations.
 - Power: Operation and maintenance of all sensors must be fully powered by on-board batteries.
- Data and Communications: Entry must be self-contained, so data storage must be on board. However, Entry must also have connectivity to transmit data by cable for judging purposes. Protocols for the storage and transmittal of data will be detailed in the forthcoming Rules and Regulations.

- **Team Biographies:** Team must provide a short (one paragraph) biographical description of each Team Member and a listing of funding partners, sponsors, suppliers, and formal collaborators connected with the Team.

6. Updates to Entry Submission Form. Team will have an opportunity to update their Entry Submission Form(s) prior to testing in Phases 2 through 4. Updates to the Entry Submission Form(s) will be used by the Judging Panel to assess and evaluate Entries in each Phase.

7. Additional Entry Submissions. During Phase 1 and prior to the Registration Deadline, registered Teams will be allowed to register additional Entries; provided, however, that each Entry submitted by Team must be substantially different than the other Entry or Entries also registered by Team. Each additional Entry will require completion of a separate Entry registration process and payment of a separate Registration Fee, as detailed in the Agreement.

B. PHASE 2 – LAB TRIALS AND TEAM SUMMIT

After review and evaluation of the Entry Submission Forms, the Judging Panel will invite Teams that meet the Minimum Standards for either of the two Prize Purses to participate in the first testing phase of the Competition. The Lab Trials will commence on the date specified in the Competition Calendar and will assess Entry Units in a laboratory environment to evaluate whether the Entry Units meet the Competition's basic design requirements and to measure performance in a controlled setting.

All Entry Units used in the Competition must be submitted to XPRIZE at a designated location prior to the beginning of testing for Phase 2. Instructions for submission of Entry Units will be provided in the Rules and Regulations. A Team may submit up to three (3) substantially identical Entry Units for each Entry. The original three (3) Entry Units submitted at this time must be utilized throughout the various phases of the Competition. Subject to the oversight and discretion of the Judging Panel, Teams will have the opportunity to re-calibrate and repair Entry Units between phases, but not within a specific phase. Teams will not have the opportunity to re-calibrate and/or repair Entry Units between Phase 2a and Phase 2b.

Phase 2 is divided into two sequential parts: Phase 2a – The Lab Accuracy Trials; and Phase 2b – The Lab Stability and Precision Trials. Both will occur in the same laboratory, located on the west coast of the United States. Testing facility details will be provided in the Rules and Regulations. Teams will not have the opportunity to re-calibrate and repair Entry Units between Phases 2a and 2b.

1. Phase 2a – Lab Accuracy Trials. Phase 2a will test the Accuracy of the Entry Units. Each qualifying Team will have the opportunity to test up to three (3) Entry Units against at least two (2) known reference samples of seawater, for which the pH will be known as outlined in these Guidelines above. Multiple test solutions will be sampled multiple times by each Entry Unit. Points will be awarded by the Judging Panel based on how close the readings of the two (2) most accurate Entry Units for each Team are to the known value of each test solution, with the least accurate Entry Unit and its scores being discarded from the Competition and the remaining scores being averaged to determine the Entry's overall score for Accuracy in Phase 2a. Testing in Phase 2a will take approximately five (5) days.

If a Team submits only two (2) Entry Units for the judging in Phase 2a, there will not be an opportunity to discard the lowest score and both of Team's Entry Unit's scores will be averaged to determine the Entry's overall Score for Accuracy in Phase 2a. If a Team submits only one (1) Entry Unit for the judging in Phase 2a, there will be no averaging of the score and the performance of Team's single Entry Unit will determine the Entry's overall score for Accuracy in Phase 2a.

All Entries advancing to Phase 2b must meet the Minimum Standard for Accuracy for the Affordability Prize Purse, as determined by the results from Phase 2a. Only those Entries that meet the Minimum Standard for Accuracy for the Accuracy Prize Purse in Phase 2a will remain eligible to win a portion of the Accuracy Prize Purse. The Entry that receives the highest score for Accuracy during Phase 2a will automatically qualify to be tested in Phase 4 of the Competition (Ocean Trials), regardless of its subsequent scores in Phase 2b or Phase 3.

Up to forty (40) Entries will advance to Phase 2b. In order to facilitate competition for both the Accuracy Prize Purse and the Affordability Prize Purse, the Judging Panel, based on the Judge's review of the Teams' updated Entry Submission Forms and Phase 2a results, will assure that: (i) at least ten (10) Entries that are expected to compete for the Affordability Prize Purse; and (ii) at least ten (10) Entries that are expected to compete for the Accuracy Prize Purse, are among the Entries selected to advance to Phase 2b. If less than ten (10) Entries meet the Minimum Standard for Accuracy for the Affordability Prize Purse, then all such Entries will advance to Phase 2b. If less than ten (10) Entries meet the Minimum Standard for Accuracy for the Accuracy Prize Purse, then all such Entries will advance to Phase 2b. In order to arrive at the maximum of forty (40), additional Entries will be selected to advance to Phase 2b at the sole and absolute discretion of the Judging Panel. Teams without Entries advancing to Phase 2b will be eliminated from the Competition.

2. Phase 2b – Tank Stability and Precision Trials. Phase 2b will be a ninety (90)-day in-tank trial, during which the Entries will be assessed for Stability and Precision. Testing will take place in the same location as Phase 2a and will begin approximately two (2) days after the conclusion of Phase 2a. Space is expected to be limited due to the limited capacity for sensor deployment in the tank at the facility.

Only one (1) Entry Unit for each competing Entry will be allowed to compete in Phase 2b. The Entry Unit will be deployed in a tank filled with seawater with known temperature and salinity whose pH is monitored using the XPRIZE reference method. Each Team will have the opportunity to choose a specific Entry Unit for deployment in Phase 2b from among the up to three (3) Entry Units tested in Phase 2a.

Phase 2b will last for approximately ninety (90) days and will be managed by XPRIZE. Competing Teams are not required to be present during Phase 2b testing, except during deployment and retrieval of the Entry Units at the beginning and end of the testing period. However, Teams must be reachable during the entirety of Phase 2b. Teams will not be allowed to recalibrate their Entry Units during the trial.. Entries must be autonomous. The intention is to achieve consistent (reproducible/high-precision) results without further manual calibration. Therefore, points will be awarded based on how precise the results are from each Entry Unit over the course of the trial.

The Entry Units will measure the pH of the test tank multiple times each day. These measurements will be compared against the pH of samples of the test tank water measured using the XPRIZE reference method. XPRIZE will be responsible for collecting data, measuring the reference samples, and overseeing the measurements and data gathering. The rate of drift over the course of the trial will therefore be visible in real-time.

Teams will be responsible for paying all costs, travel, and miscellaneous expenses including transportation and customs for getting their equipment, Entry Units and Team Members to the testing site, located on the west coast of the United States. XPRIZE will provide the Competition Test Facility, facility personnel, competition operations personnel, competition validation personnel, and Judging Panel, as well as some standard inputs as detailed in the Rules and Regulations. Teams will also be responsible for their own lodging, meals, and other related expenses for Team Members participating in the Competition, including Personal Protective Equipment (“PPE”), for the duration of the Competition.

To be eligible to advance to Phase 3, an Entry must meet the Minimum Standards for Stability and Precision for the Affordability Prize Purse in Phase 2b. Only those Entries that meet the Minimum Standard for Stability and Precision for the Accuracy Prize Purse in Phase 2b will remain eligible to win a portion of the Accuracy Prize Purse.

Up to twenty (20) Entries will advance to Phase 3. In order to facilitate competition for both the Accuracy Prize Purse and the Affordability Prize Purse, the Judging Panel, based on the Judge’s review of the Teams’ updated Entry Submission Forms and Phase 2a and 2b results, will assure that: (i) at least five (5) Entries that are expected to compete for the Affordability Prize Purse; and (ii) at least five (5) Entries that are expected to compete for the Accuracy Prize Purse, are among the Entries selected to advance to Phase 3. If less than five (5) Entries meet the Minimum Standard for Stability and Precision for the Affordability Prize Purse, then all such Entries will advance to Phase 2b. If less than five (5) Entries meet the Minimum Standard for Stability and Precision for the Accuracy Prize Purse, then all such Entries will advance to Phase 3. In order to arrive at the maximum of twenty (20), additional Entries will be selected to advance to Phase 3 at the sole and absolute discretion of the Judging Panel. Teams without Entries advancing to Phase 3 will be eliminated from the Competition.

3. Phase 2 Judging. Thirty-five percent of the total competition points will be awarded during Phase 2. Points will be assigned to Teams by the Judging Panel according to the weights described in Table 1 above. Competition Criteria and Judging. Only those Teams that meet the minimum standards described in Table 1 above will be awarded points. If no qualifying submission can be verified at the completion of Phase 2, the Competition may reopen to new Teams, at the sole discretion of XPRIZE, and new Competition Submissions from any Team will be considered according to the protocol described above. In this case XPRIZE may need to revise these Guidelines.

Quantitative scores for each of these categories will be based on commonly accepted practices. Teams shall cooperate with XPRIZE and the Judging Panel in any verification activities. It is expected that deployed Entry Units will conform to the judging activities, including having no impact or interference with other devices. Excessive interference may be cause for removal from the assessment and/or the competition. Methods and details concerning the application of the judging criteria to eligible

Competition Entries shall be determined at the Judging Panel's sole and absolute discretion. The measurement standards will be detailed in the Rules and Regulations.

Public announcement of Teams advancing to Phase 3 will be made according to the dates in the Competition Calendar. At a minimum, a description of each advancing Team's solution, not including any proprietary data, will be published on the XPRIZE website, along with the names and biographical information of the Team Members of the Teams. Additional information may be requested of the teams for inclusion.

4. Team Summit. XPRIZE intends to hold a Team Summit near the end of Phase 2, as specified in the Competition Calendar (see Table 2 above). This Team Summit is intended to provide the remaining eligible Teams with information concerning Phase 3 and 4 and to provide such Teams with other helpful resources in connection with the Competition. Details about the Team Summit will be provided to Team in advance of the event. Attendance at the Team Summit may be mandatory for Teams to be eligible to participate in Phases 3 and 4.

C. PHASE 3 – COASTAL TRIALS

Phase 3 will take place during the 1st quarter of 2015 as specified in the Competition Calendar. Entries will be awarded points for Precision, Stability, Affordability and Ease-of-Use. This Phase will determine the winners of the Affordability Prize Purse, as well as the finalists that will compete in to win a portion of the Accuracy Prize Purse in Phase 4.

1. Phase 3 Entry Submission Form Update. Each Team will have already provided the expected Competition Phase Deployment Plan as part of their submission package before the trials in Phase 2. Additionally, based upon the Team's experiences from Phase 2, Teams may make updates to their Submission Form and Deployment Plan, so long as all changes are submitted by the date found in the Competition Calendar, prior to Phase 3 testing.

2. Phase 3 Testing. Phase 3 will be a month-long test of sensor performance in a real-world coastal environment. After calibrating against known pH test solutions, Teams participating in Phase 3 will select one Entry Unit from each of the Phase 3 qualifying Entries to be deployed off a designated pier at the Phase 3 testing facility. Each Entry Unit tested in Phase 3 will provide multiple pH measurements every day over the course of a 30-day period. At the end of the 30-day period the deployed Entry Units will again be required to measure the known pH test solutions to help assess the rate of drift.

At the end of Phase 3, Entries will be judged (see Phase 3 Judging, below). The Judging Panel will award points based on the detailed assessment of Cost and Ease-of-Use, in addition to the Stability and Precision. Competing Entries must perform all pH measurement activities described above and according to the specific protocols described in the forthcoming Rules and Regulations.

3. Phase 3 Judging. Points will be assigned to teams by the Judging Panel according to the weights described in Table 1 above, and only to those teams that meet the minimum standards as described in Table 1. Points will be awarded by the Judging Panel based on Stability, Precision, Cost, and Ease-of-use.

Ease-of-use specifications (calibration method and use instructions) as detailed by the Team in their Entry Submission Form (Operations Plan) will be compared to actual deployment during Phase 3 in order to verify use method. The following will be used for the assessment:

- (a) The time it takes to prepare the Entry Unit for deployment and measurement (which will be affected by characteristics such as the physical dimensions and design of the device).
- (b) The amount of expertise or training required to prepare the device for deployment and measurement
- (c) The amount of expertise or training required to monitor the performance of the device (i.e. if it is working correctly)
- (d) The ability of the Entry Unit to work with other sensors or monitoring devices

Quantitative scores for each of these categories will be based on commonly accepted practices. The measurement standards will be detailed in the Rules and Regulations. Following the completion of Phase 3, the winners of the Affordability Prize Purse will be determined by the sum of points from Phases 2 and 3 from those Entries that qualify for the Affordability Prize Purse.

The Team whose Entry receives the highest score during Phase 3 alone will automatically qualify to participate in Phase 4 (the Ocean Trials). Up to 5 teams with the highest aggregate scores according to the Accuracy Prize Purse scoring from Phases 2 and 3 will advance to Phase 4, provided that all such Entries meet the applicable Minimum Standards set forth in Table 1 above.

Participants shall cooperate with XPRIZE and the Judging Panel in any verification activities. It is expected that deployed Entry Units will conform to the judging activities, including having no impact or interference with other devices. Excessive interference may be cause for removal from the assessment and/or the competition. Application of the judging criteria to eligible Competition Entries shall be at the Judging Panel's sole and absolute discretion.

Public announcement of Teams advancing to Phase 4 will be made according to the Competition Calendar. A description of each Finalist's solution, but not any proprietary data, will be published on the XPRIZE website, along with the names and biographical information of the Team Members of the Teams.

D. PHASE 4 – OCEAN TRIALS AND AWARDS CEREMONY

The purpose of Phase 4 is to ensure that the Entries can perform under real-world depth and pressure scenarios.. Phase 4 (Ocean Trials) will take place during the 2nd quarter of 2015, as per the Competition Calendar, and will include an estimated six (6)-day ship-borne trial (anticipated three days of travel, three days of testing) in the North Pacific off Hawaii. The Ocean Trials will be the final step in determining which teams have created the most all-around accurate and robust pH sensor and will determine the winners of the Accuracy Prize Purse.

1. Phase 4 Entry Submission Form Update. Each team will have already provided the expected Competition Phase Deployment as part of their submission package before the trials in Phase 2, with updates prior to Phase 3 testing. There may be other updates that the Team may want to make to the Entry Submission Form, based upon the Team's experiences from Phase 2 or 3. These updates will be due by the date found in the Competition Calendar, prior to commencement of Phase 4 testing.

2. Phase 4 Testing. Each Team that the Judging Panel selects to participate in Phase 4 will be allowed to deploy one (1) Entry Unit from among the three (3) Entry Units tested in Phase 2a. Accuracy, Precision and Ease-of-Use will be assessed throughout a depth-profile of three thousand meters (3000m) for each Entry Unit. Entry Units will be deployed repeatedly on the same testing platform over the course of the trial.

A baseline profile will be developed from the ocean surface to three thousand meters (3000m) from measurements on discrete samples. XPRIZE will develop the baseline profile and assess the reference pH (and its uncertainty) at each discrete depth. Entries will be compared and judged against that baseline. Temperature and salinity will be provided to teams (measured from a conductivity, temperature and depth deployed on the testing platform). Teams will be allowed to recalibrate between deployments. This recalibration will be observed by the Judging Panel.

3. Phase 4 Judging. The Judging Panel will assign points for each Entry based on Accuracy, Precision and Ease-of-use according to the weights described in Table 1 above. Points will only be assigned to those Entries that meet the minimum standards as described In Table 1. Quantitative scores for each of these categories will be based on commonly accepted practices. The measurement standards will be detailed in the Rules and Regulations. The winner(s) of the Accuracy Prize Purse will be determined after the conclusion of Phase 4, based on the total number of points awarded during Phases 2 through 4.

Participants shall cooperate with XPRIZE and the Judging Panel in any verification activities. It is expected that deployed Entry Units will conform to the judging activities, including having no impact or interference with other devices. Excessive interference may be cause for removal from the assessment and/or the competition. Application of the judging criteria to eligible Competition Entries shall be at the Judging Panel's sole and absolute discretion.

Final verification of the performance of all Finalists will occur beginning immediately after the end of Phase 4. It is anticipated that validation of the performance, judging by the Judging Panel, and certification of scores by the Judging Panel will take place within one month after the end of Phase 4.

4. Awards Ceremony. The winner(s) of the Affordability Prize Purse will be determined after the conclusion of Phase 3 and the winner(s) of the Accuracy Prize Purse will be determined after Phase 4. Following the conclusion of the Competition (Phase 4), an awards ceremony will take place at an appropriate time and venue to be determined and announced by XPRIZE, at which the winning Team(s) for both Prize Purses will be announced. Actual awarding of the Prize Purses will take place as soon after the awards ceremony as possible.

IV. LEADERBOARDS

XPRIZE intends, at its sole and absolute discretion, to implement interim status reports and/or other information postings describing the progress of the Teams involved in the Competition ("Leaderboards") to help engage key audiences in the Competition and promote Teams by providing public and industry visibility. Rules and Regulations pertaining to Leaderboard programs will be periodically published and Teams will be encouraged to participate. Please note that Leaderboard participation will be optional and will not influence the decisions of Judges in the actual Competition.

V. SCIENTIFIC ADVISORY BOARD

- A. SELECTION OF ADVISORS.** XPRIZE will form a panel of relevant subject matter and technical experts to serve as the “Scientific Advisory Board” for the Competition. The Scientific Advisory Board will remain in place throughout the Competition to advise XPRIZE regarding the scientific elements of the Competition. Each member of the Scientific Advisory Board (“Advisor”) will enter into an Agreement with XPRIZE that will: (i) outline Advisor’s duties and obligations; (ii) require Advisor to maintain confidentiality of XPRIZE’s and Team’s Confidential Information, in accordance with the Agreement; and (iii) require Advisor to acknowledge that he or she shall make no claim to Team’s Intellectual Property.
- B. INDEPENDENT SCIENTIFIC ADVISORY BOARD.** The Scientific Advisory Board will be independent of XPRIZE, Title Donor and all Teams and Team Members. The members of the Scientific Advisory Board will be independent of XPRIZE, Title Donor and Teams. No Advisor, nor any member of Advisor’s immediate family, shall participate, nor have any financial or other material interest, in any Team or Team Member. All members of the Scientific Advisory Board shall promptly disclose to XPRIZE any such current, former, or expected future conflict of interest with XPRIZE, the Title Donor, and/or any Team or Team Member.
- C. ROLE OF SCIENTIFIC ADVISORY BOARD.** The duties and responsibilities of the Scientific Advisory Board may include, but not be limited to: (i) assisting with the establishment of qualifications for prospective Judges; (ii) approving each member of the Judging Panel; (iii) assisting with development of testing protocols and judging criteria; (iv) and providing input toward the development of these Competition Guidelines.

VI. JUDGING PANEL

- A. SELECTION OF JUDGES.** “Judging Panel” (as defined in the Agreement) will be comprised of highly qualified and impartial Judges. XPRIZE, in its sole and absolute discretion, will recommend Judging Panel candidates to the Scientific Advisory Board for its review and consideration. The Scientific Advisory Board will select the candidates it believes are best suited to serve on the Judging Panel, Each Judge will enter into a Judging Agreement with XPRIZE that will: (i) outline the Judge’s duties and obligations; (ii) require each Judge to maintain confidentiality of XPRIZE’s and Team’s Confidential Information in accordance with the Competitor Agreement; and (iii) require each Judge to acknowledge that he or she shall make no claim to Team’s Intellectual Property.
- B. INDEPENDENT JUDGING PANEL.** The Judging Panel will be independent of XPRIZE, the Title Donor, and all Teams and Team Members. No Judge, nor any member of Judge’s immediate family, shall participate, nor have any financial or other material interest, in any Team or Team Member. All members of the Judging Panel shall promptly disclose to XPRIZE any such current, former, or expected future conflict of interest with XPRIZE, the Title Donor, and/or any Team or Team Member.
- C. ROLE OF JUDGING PANEL.** The duties and responsibilities of the Judging Panel will include, but not be limited to: (i) evaluating Teams’ compliance with the Agreement, these Guidelines, and the Rules and Regulations for the purposes of the Competition; and (ii) the awarding of points and selection of Teams and Entries that will proceed to each subsequent phase of the Competition.

- D. GROUNDS FOR JUDGING PANEL DECISIONS.** Official decisions made by the Judging Panel will be approved by a majority of the Judges that vote on each such decision after careful consideration of the testing protocols, procedures, guidelines, rules, regulations, criteria, results and scores set forth in the Agreement, these Competition Guidelines (including the Rules and Regulations to be attached hereto), and all other applicable Exhibits to the Agreement. If any vote of the Judges results in a tie, then the Judging Panel shall determine, in its sole and absolute discretion, the mechanism to settle the tie. Similarly, if one or more Teams or Entries are tied at any stage during the competition, the Judging Panel shall have the sole and absolute discretion to settle the tie. If no Entry meets the criteria for any Award under either of Accuracy Prize Purse or the Affordability Prize Purse, then the Judging Panel will retain sole and absolute discretion to declare or not declare a winner of the Competition and/or otherwise allocate or choose not to allocate one or more of the Awards and/or any other Award associated with the Competition.
- E. DECISIONS OF JUDGING PANEL ARE FINAL.** Judging Panel shall have sole and absolute discretion: (i) to allocate duties among the Judges; (ii) to determine the degree of accuracy and error rate that is acceptable to the Judging Panel for all Competition calculations, measurements, and results, where not specified in the Rules and Regulations; (iii) to determine the methodology used by the Judging Panel to render its decisions; (iv) to declare the winners of the Competition; and (v) to award the Prize Purses and other Awards. Decisions of the Judging Panel shall be binding on XPRIZE, Team and each Team Member. XPRIZE and Team agree not dispute any decision or ruling of the Judging Panel, including decisions regarding the degree of accuracy or error rate of any Competition calculations, measurements, and results. Team shall have no right to observe other Teams' testing or evaluation, or to be informed of other Teams' calculations, measurements and results, unless such information is made publicly available by XPRIZE.



EXHIBIT C

Insurance Requirements

I. GENERAL LIABILITY INSURANCE

Within thirty (30) days of the Effective Date, Team shall be covered and shall arrange for continuous coverage under a general liability insurance policy covering premises, operations, bodily injury, and property damage to third parties for General Liability and Personal Injury Protection, with limits of no less than \$1,000,000 per each occurrence and \$2,000,000 aggregate.

If Team is non-U.S. owned and operated with principal operations outside the jurisdiction of the government of the United States of America, Team may satisfy these Insurance Requirements by alternate means, such as by obtaining a comparable insurance policy (with appropriate endorsements) issued in the country of origin similar to a commercial General Liability policy (ISO form). If Team is a government or non-profit educational institution, Team may rely on sufficient self-insurance coverage in place of a General Liability policy, or some combination thereof, which complies with the above criteria.

Team shall obtain, from its general liability insurance provider, a certificate of insurance evidencing the above coverage and appropriate endorsements to the policies obtained that name the X Prize Foundation, Inc. and Wendy Schmidt as Additional Insureds with Waivers of Subrogation.

II. WORKERS' COMPENSATION – VOLUNTEERS ACCIDENT INSURANCE

Team shall maintain Workers' Compensation or comparable insurance as required by any applicable Law, in accordance with the provisions of the Laws of the nation, state, territory or province having jurisdiction over Team's employees with limits sufficient to cover Team's potential liability to its employees in connection with Team's participation in the Competition. If Team has no employees or is otherwise not required by applicable laws to carry such insurance, then Workers Compensation Insurance will not be required. In the event Team is exempt from the requirement to obtain Workers' Compensation insurance pursuant to Law, Team shall insure that all individuals serving as volunteers secure Health Insurance and/or Volunteers Accident Insurance. Team shall be solely responsible for verifying that all volunteers have either form of insurance with sufficient coverage for any and all injuries that may occur during the course of the Competition.

III. AUTOMOBILE INSURANCE

If Team owns, leases or operates automobiles in connection with its participation in the Competition, Team will maintain an automobile insurance policy with limits sufficient to cover Team's potential liability for bodily injury and property damage to third parties in connection with Team's participation in the Competition. Coverage should include protection for owned automobiles, non-owned automobiles, and hired automobiles, as applicable. An endorsement to the General Liability Policy or self-insurance coverage above covering hired & non-owned autos is acceptable.

IV. INSURANCE PROVIDERS AND COVERAGE TERM

All policies and limits should be written with an insurer with an AM Best Rating of A-VII or better, or in the case of workers' compensation, be insured by an acceptable state or government approved program. If the insurer is not rated by AM Best, evidence supporting the insurer's financial strength may be required and be subject to the approval of XPRIZE. The insurance policies required above shall be maintained by Team for such length of time as is necessary to cover all claims arising out of or related to Team's participation in the Competition.

V. COMPLIANCE CERTIFICATION FORM (PHASE 3 – COASTAL TRIALS)

Each Team that qualifies to participate in Phase 3 of the Competition (Coastal Trials) will be required to provide XPRIZE with proof that Team has satisfied the above Insurance Requirements by delivering to XPRIZE a completed Compliance Certification Form (in a form to be provided by XPRIZE), pursuant to which Team will be required (among other requirements as detailed in the Agreement) to: (i) clearly outline (in English) how the Team's insurance coverage satisfies the Insurance Requirements set forth above; (ii) certify, as evidenced by the signature of the Team Leader and Team's insurance agent, broker or representative, that Team is in full compliance with the Insurance Requirements; and (iii) attach certificates of insurance (in English) evidencing the required coverage, including without limitation, endorsements to the general liability policies naming the X Prize Foundation, Inc., and Wendy Schmidt as Additional Insureds with Waivers of Subrogation, in a form satisfactory to XPRIZE. The Compliance Certification Form and the deadline for submission of a completed and signed Compliance Certification Form shall be provided by XPRIZE in the Rules and Regulations to be attached to the Competition Guidelines.

As specified in the Agreement, in addition to the requirements specified above, XPRIZE shall also have the right, at its sole and absolute discretion, to demand that Team submit a completed and signed Compliance Certification Form, at any time during the Term, within ten (10) business days of the delivery of a written demand from XPRIZE to Team.

***** ATTENTION TEAMS – DO NOT WAIT TO GET INSURANCE COVERAGE *****

Although you may not be required to submit your Compliance Certification Forms until you qualify for Phase 3, you are still required to have all insurance policies in place no later than thirty (30) days after the Effective Date of the Competitor Agreement. In addition, there will only be approximately 30-60 days between when Phase 3 qualifiers will be announced and the beginning of Phase3, so if selected, you will have very little time (as little as two weeks) to prepare and submit you Compliance Certification Forms. Plus, XPRIZE can require you to submit a signed Compliance Certification Form at any time during the Competition, with only two weeks' notice. This is not intended to give you time to get the necessary insurance policies if they are not already in place. If you don't have the required insurance coverage when you are required to submit a Compliance Certification Form, then you will be ineligible to continue to participate in the Competition. This means that you should not delay getting the required insurance coverage.



EXHIBIT D

Branding and Style Guide

[A GRAPHIC SECTION OF THIS BRANDING AND STYLE GUIDE WITH EXAMPLES OF LOGOS AND THEIR PROPER USE WILL BE INCLUDED HERE. This section will include definitions of the following terms: (i) XPRIZE Logo; and (ii) Competition Logo.]

- I. **USE OF XPRIZE AND TITLE DONOR MARKS.** Except as expressly set forth in the Agreement or in this Style Guide, Team shall not use the names, trademarks, service marks, logos, insignias, trade dress or any other designation of source or origin subject to legal protection, copyrighted material or similar Intellectual Property (“Marks”) of XPRIZE, Title Donor, or other Competition partners, sponsors, or collaborators in any way without such Party’s prior written permission in each instance, which such Party may grant or withhold in its sole and absolute discretion.
- II. **COMPETITION NAME.** Team acknowledges the Competition’s name is the “Wendy Schmidt Ocean Health XPRIZE” and that this name is the official trademarked name of the Competition and is subject to the restrictions set forth in the Agreement and this Style Guide. Team agrees to exclusively and accurately use the Competition’s name when referring to the Competition, including without limitation, in all News Coverage, Competition Media, advertising, public relations, and marketing materials that reference XPRIZE or the Competition.
- III. **GRANT OF LICENSE.** XPRIZE grants Team a non-exclusive, royalty-free, non-transferable, non-sublicenseable, revocable, worldwide license to use the Competition logo for the approved purposes set forth in the Agreement and in accordance with this Style Guide.
- IV. **TEAM INFRINGEMENT CLAIMS.** Team shall immediately inform XPRIZE of any third-party allegations, claims, or demands (actual or threatened) against Team, any of its affiliates, or any Team Members for infringement of any intellectual property rights by reason of the use or the grant of use of the XPRIZE Logo or the Competition Logo Cluster pursuant to this Agreement (“Team Infringement Claim”), and provide all particulars reasonably requested by XPRIZE.
- V. **DEFENSE OF TEAM INFRINGEMENT CLAIMS.** The parties acknowledge and agree that the person or entity that is the owner of the applicable Mark will be responsible for defending any alleged Team Infringement Claim arising from the use of such Mark (i.e., the person or entity that owns the Mark that are alleged to infringe a third-party intellectual property right will be responsible for defending the claim). To the extent Team is required to defend a Team Infringement Claim under this Section IV above, XPRIZE, at its option, may assist in its defense

in any such action to the extent XPRIZE reasonably believes such assistance is necessary. Team acknowledges and agrees that XPRIZE may also permit Competition and XPRIZE sponsors to assist XPRIZE in its defense of a Team Infringement Claim. To the extent the conduct of Team gave rise to such third-party allegations, claims, or demands (actual or threatened), Team shall bear the costs and expenses, including, without limitation, attorneys' fees and disbursements, of defending such action, without limitation of any other provision of the Agreement. In no event shall Team have the right, without the prior written consent of XPRIZE, to: (i) acknowledge the validity of any claim of ownership by a third party of any Intellectual Property rights in the applicable Mark; (ii) obtain or seek a license from such third party for the use of any Mark; or (iii) take any action that might impair the ability of the owner of the Mark to contest the claim of such third party.

VI. UNAUTHORIZED USE. Team will immediately inform XPRIZE of any unauthorized use by any person or entity of a trademark, service mark, or design similar to the XPRIZE's Marks, Title Donor's Mark, the Competition Logo, or Competition Media of which Team becomes aware. XPRIZE will have the right to determine whether or not any action (legal or otherwise) will be taken on account of any infringement or potential infringement of XPRIZE's Marks, the Competition logo, or the Competition Media. Team may join in such action at its own expense if XPRIZE determines any such action is appropriate. If XPRIZE determines that no action by Team is appropriate, Team may, at its sole cost and expense, initiate a separate action (legal or otherwise).



EXHIBIT E

Public Relations Guide

- I. **NEWS COVERAGE.** For the purposes of this Agreement, “News Coverage” means any news program, news update, or news story, in any media format, devoted solely or primarily to the broadcasting or distribution of information about current events. For purposes of this definition, news includes regular news broadcasts (e.g., “NBC Nightly News”) and news "magazine" shows (e.g., “60 Minutes”), but does not include "reality" shows or documentaries (e.g., “Modern Marvels”). XPRIZE and Team are encouraged to stimulate public interest in the Competition by seeking out opportunities for news coverage of Team, Team sponsors, and the Competition in coordination with XPRIZE. In the event that Team is requested by a producer of News Coverage to participate in an interview or otherwise contribute information and materials relating to the Competition to a News Coverage, Team agrees that throughout the duration of Team’s participation in the News Coverage, Team shall (i) promote the Competition in a positive manner; and (ii) comply with the requirements of this Media Rights Agreement. Team will not provide any Competition Media to any media outlet or allow any media outlet to create its own footage without XPRIZE’s prior written consent. If XPRIZE consents to such media relationship, Team will abide by all other conditions in this Agreement.
- II. **PERMITTED TEAM MEDIA RELATIONS.** Unless prohibited by law or by this Agreement, Team may:
 - A. Provide media partners and other parties with pre-approved (by XPRIZE) photo, audio, and video content produced or assembled by XPRIZE, which will be provided from time to time at XPRIZE’s discretion, in any quantity.
 - B. Provide media partners and other parties with any photo, audio, and video content produced or assembled by Team or its Team Sponsors or partners only when such content has been previously approved by XPRIZE in writing. Such permission will not be unreasonably withheld. XPRIZE shall use best efforts to respond to all such requests by Team within three (3) business days.
 - C. Provide producers of News Coverage access to any Team activities or facilities as desired by Team, except Team is not permitted to provide such access during the Consumer Testing period or Awards Ceremony.

Team shall use best efforts to ensure that use of any material provided to or created by producers of News Coverage will not imply any official sponsorship or relationship between the producers or distributors of News Coverage, XPRIZE, the Competition, or Team; provided, further, that any News Coverage segment during the Competition Interval shall not, without prior approval of XPRIZE, (1) be specifically “presented by” one advertiser, (2) otherwise directly link commercials airing on the

News Coverage with XPRIZE, the Competition, or Team, or (3) imply endorsement of a product or a particular news outlet. XPRIZE shall use reasonable efforts to accommodate Team's requests for use of the Intellectual Property of XPRIZE in connection with News Coverage.

In order to prevent confusion and to maximize the impact of the Competition, and notwithstanding anything to the contrary, in no event will Team make any announcement about Competition results or the actual or anticipated receipt of any Award from XPRIZE in connection with the Competition without prior written permission from XPRIZE.

- III. COORDINATION OF PUBLIC RELATIONS ACTIVITIES.** Team should actively perform public relations activities, as described herein, in order to provide continuous information to the public regarding the Competition, Team's story, and Team's progress. Team must comply with all applicable laws and the terms of the Agreement and this Public Relations Guide in doing so. Team shall use best efforts to coordinate all publicity and press releases regarding the Competition with XPRIZE. XPRIZE retains the right to introduce approval requirements for pending press releases related to the Competition. For clarity, and as provided in this Public Relations Guide and in the Agreement, Team acknowledges and agrees that Competition results including, in particular, the qualifier(s) and/or winner(s) of any Award(s), are the Confidential Information of XPRIZE until such information is announced to the public. As such, under no circumstances will Team announce Competition results including, in particular, the qualifier(s) and/or winner(s) of any Award until authorized by XPRIZE.
- I. PUBLIC EDUCATION AND OUTREACH.** At the request of XPRIZE, Team will have opportunities to send representatives to appear as spokespeople or attendees for Competition-related public education and other outreach events. XPRIZE will provide a minimum of thirty (30) days advance notice of such events to Team. Team is encouraged to attend as many of these events as possible, but will do so at its own expense. Team participation and/or attendance at certain Competition events will be mandatory as specified in paragraph V below.
- II. TECHNICAL SUPPORT.** Team shall provide assistance and cooperation with regards to understanding all documentation, plans, materials, and technology (including, without limitation, Team's Entry or Entries) that is reasonably necessary for the judging, evaluation of rules compliance, and/or content capture. Team shall ensure that any information disclosed to XPRIZE or the Judging Panel does not comprise state secrets or, where state secrets are involved, that Team has been properly approved by the government authority to disclose such information to XPRIZE and the Judging Panel. XPRIZE shall use best efforts to accommodate reasonable requests of Team in order to respect Team's Intellectual Property, national security clearances, and regulatory compliance obligations.
- III. PUBLIC APPEARANCES.** In addition to their obligations herein, Team and Team Members may publicize their participation in the Competition and the receipt of any Award with interviews, speeches, participation in News Coverage and other public appearances; provided, however, that:
 - (i) neither Team nor any Team Member will hold itself out as a representative of XPRIZE, Title Donor, or any partner of either of the foregoing;
 - (ii) Team and all Team Members will comply with the terms of the Agreement and all applicable laws;
 - (iii) Team and Team Members will not disparage XPRIZE, Title Donor, any other Team(s), or anyone else associated with the Competition;

(iv) Team and Team Members are solely responsible for their expenses related to such public appearances; (v) XPRIZE is not responsible for the acts or omissions of Team or Team Members in connection with such public appearances; and (vi) XPRIZE is not liable for any bodily injury, death, property damage or other damages Team or Team Members may suffer in connection with such public appearances.

IV. TEAM ATTENDANCE AT MANDATORY COMPETITION EVENTS. Team must attend the following mandatory competition events. All expenses associated with Team attendance at these mandatory competition events will be at Team's expense. Team acknowledges that the timing and location of these mandatory Competition events may change from time to time, at the sole and absolute discretion of XPRIZE:

A. Virtual Team Summit. At least one (1) Team Member must participate in the Virtual Team Summit to be held on the date specified in the Competition Guidelines (see Table 2 - Competition Calendar), the details of which will be provided to Team by XPRIZE in advance of the event.

B. Team Summit. At least one (1) Team Member from each Team that is still eligible to participate in the Competition as of the Team Summit, must attend the Team Summit to be held on the date specified in the Competition Guidelines (see Table 2 - Competition Calendar), the details of which will be provided to Team by XPRIZE in advance of the event.

V. AWARDS CEREMONIES AND POST-VICTORY EVENTS. If it receives any Award from XPRIZE in connection with the Competition, Team is required to send, at a minimum, the Team Leader (or a substitute Team Member if agreed to by XPRIZE) to specified XPRIZE awards ceremonies and post-competition events, including:

A. Awards Ceremony. An approximately one (1)-day commitment likely to occur on the date specified in the Competition Guidelines (see Table 2 - Competition Calendar), following the conclusion of the Competition. Attendance for the Team Leader and Team Members will be at Team's expense.

B. Post-Award Tour or Speaking Engagements. A series of post-award tour and speaking engagements appearances may be jointly coordinated within the twelve (12)-month period following the Awards Ceremony. Attendance for the Team Leader and any Team Members will be at Team's expense.



EXHIBIT F

Team Sponsorship Guide

- I. **TEAM SPONSORSHIP DEFINED.** For the purposes of the Agreement and this Team Sponsorship Guide, “Team Sponsorship” shall be defined as any agreement or relationship between Team and any other person, group, corporation, limited liability company, foundation, or other entity (“Team Sponsor”) pursuant to which Team Sponsor agrees to provide any past, present or future financial or other support in order to establish an association between Team and Team Sponsor (and/or any image, brand, service, or product of Team Sponsor) in return for the past, present or future granting of direct or indirect services, benefits, assets or other consideration (including, without limitation, product placement, social media mentions, verbal or written acknowledgements, and logo or brand identification on signage, banners, advertising, promotions, marketing, apparel, apparatus, website, etc.) from Team to Team Sponsor.

- II. **PRIOR XPRIZE APPROVAL OF TEAM SPONSORS.** No later than thirty (30) days prior to the execution of any Team Sponsorship agreement by Team, Team shall provide to XPRIZE notice, on the Team Sponsorship Notification Form (provided through the Team Portal) of pending Sponsorships or other relationships that will require: (i) logo space on Team’s Entry or other Team hardware or software related to the Competition; (ii) media, marketing, or promotional rights related to the Competition; or (iii) Team name changes. Team shall submit to XPRIZE a detailed written summary of the business points of any agreement with a Team Sponsor. XPRIZE shall review such agreement terms within ten (10) business days and may reject the proposed Team Sponsorship agreement, if such agreement, in XPRIZE’s sole opinion: (a) would cause Team to breach any term of the Agreement; (b) would require unsuitable advertising including, but not limited to, any advertising that depicts, describes, implies, or promotes obscene or sexually explicit matters, libelous or illegal matters, violence, racial, sexual or other types of legally prohibited discrimination, a particular political view, or may infringe on or otherwise violate any rights of XPRIZE or any third party; (c) conflicts with the exclusivity of or jeopardizes any sponsorship associated with the Competition; or (d) undermines the Competition, its underlying goals, or the educational mission of XPRIZE. Team is encouraged to work with XPRIZE well prior to finalizing any Sponsorship agreement in order to streamline the approval process. If Team has signed agreements for such Sponsorships or other relationships prior to the execution of this Agreement, Team shall provide to XPRIZE a detailed written summary of the business points of such agreements and shall amend or terminate such agreements upon request by XPRIZE in accordance with this Section 5.7.

III. NAMING OF ENTRY. Subject to the Agreement and this Team Sponsorship Guide, Team shall have the right to name its Entry or Entries and retain all rights to the name of its Entry or Entries. However, before finalizing its choice for its name of the Entry, Team must obtain prior approval from XPRIZE regarding the name to prevent conflict with the goals of the Competition and reputation of XPRIZE. Such approval will not be denied absent a compelling reason, as determined by XPRIZE in its sole and absolute discretion, such as names that are obscene, violate Laws, or undermine the Competition, its underlying goals, or the educational mission of XPRIZE.

IV. LOGO PLACEMENTS. As set forth in the Branding and Style Guide, Team shall display the Competition Logo on the Entry. As each Entry will have a different design, the actual placement of the Competition logo on the Entry will be considered and approved by XPRIZE on a case-by-case basis. Team shall work with XPRIZE to evaluate the placement of the Competition Logo on the Entry. Team shall put the Competition Logo on all Team hardware and software related to the Competition, including, but not limited to, the Entry, as well as Team support vehicles, Team uniforms, and other relevant equipment on which Team has or sells logo space. Neither XPRIZE nor Title Donor will be obligated to pay for the placement of the Competition Logo on Team's hardware, software, vehicles, uniforms or other relevant equipment. Team shall ensure that the Competition Logo has prominent placement on the Entry and Team uniforms. XPRIZE may require that Team Members wear Competition shirts designated by XPRIZE. Team shall ensure that the image of the Competition Logo on the Entry is featured prominently during all Competition events.