

## **Constitution of GoAERO Sloopy Works**

*Drafted by Executive Board on 9/11/2024*

### ***Article I - Name, Purpose, and Non-Discrimination Policy of the Organization.***

#### **Section 1: Name:** GoAERO Sloopy Works

**Section 2 - Purpose:** The GoAERO (Aerial Emergency Response Operations) Prize is a three-year global competition launched in 2024 with over \$2 million in prize money to be awarded, aimed at bringing the world's brightest minds together to focus on a singular mission: Saving Lives. Teams participating will design and build the first autonomy-enabled Emergency Response Flyer, a high-tech aircraft that will help response teams reach people, places and crises faster and easier than ever before. The Emergency Response Flyer will be a portable aircraft that can be deployed by first responders to natural disasters, medical emergencies and humanitarian crises. The GoAERO Sloopy Works organization at Ohio State has the purpose of bringing together students and professional faculty/staff to design, build, and fly the team's entry in the GoAERO Prize (<https://www.goaeroprize.com>). The competition provides an opportunity for team members with backgrounds in aviation, aerospace and mechanical engineering, computer science and electrical engineering, and industrial design to demonstrate engineering skills and design knowledge while working to solve a societal need. Students can expect to gain knowledge in flight vehicle design, assembly, and testing; technical team building and leadership; time management; and entrepreneurship through fundraising efforts. At the same time, through this competition team, the organization will contribute to the mission of Ohio State in creating and discovering knowledge to improve the well-being of our local, state, regional, national and global communities through life-saving medical/emergency rescue vehicle design.

#### **Section 3 - Non-Discrimination Policy:**

This organization does not discriminate based on age, ancestry, color, disability, gender identity or expression, genetic information, HIV/AIDS status, military status, national origin, race, religion, sex, sexual orientation, protected veteran status, or any other bases under the law, in its activities, programs, admission, and employment. As a student organization at The Ohio State University, GoAERO Sloopy Works expects its members to conduct themselves in a manner that maintains an environment free from sexual misconduct. All members are responsible for adhering to University Policy 1.15, which can be found here: <https://hr.osu.edu/public/documents/policy/policy115.pdf>. If you or someone you know has been sexually harassed or assaulted, you may find the appropriate resources at <http://titleIX.osu.edu> or by contacting the Ohio State Title IX Coordinator at [titleIX@osu.edu](mailto:titleIX@osu.edu).

### ***Article II - Membership: Qualifications and categories of membership.***

- II.a. As required by the Guidelines for Student Organizations, 90% of the membership of a student organization must include current Ohio State University students. Active members are able to make decisions regarding the membership of community and other non-student members of an organization. Community or other non-student members may be temporarily suspended with a majority vote of the Executive Committee.
- II.b. To be considered for membership, students must have been admitted to the Ohio State College of Engineering by application date.
- II.c. Candidate may be recruited by existing member and must have approval of majority (more than 50%) regardless of above criteria.
- II.d. Candidate for membership must have shown qualities of having interest in designing novel flight vehicle, and have signed the Participation Agreement governing GoAERO Prize eligibility, non-disclosure, non-compete, and inventorship details. All team members shall abide by the signed Participation Agreement (attached for reference). Eligibility criteria of candidate is subject to all aspect of GoAERO Project Participation Agreements and GoAERO prize competitor agreements.

### ***Article III – Methods for Removing Members and Executive Officers***

- III.a. If a member engages in behavior that is detrimental to advancing the purpose of this organization, violates the organization's constitution or by-laws, or violates the Code of Student Conduct, university policy, or federal, state or local law, the member may be removed through a majority vote of the officers in consultation with the organization's advisor.

- III.b. Any elected officer of the chapter may be removed from their position for cause. Cause for removal includes, but is not limited to: violation of the constitution or by-laws, failure to perform duties, or any behavior that is detrimental to advancing the purpose of this organization, including violations of the Code of Student Conduct, university policy, or federal, state, or local laws. Officers may act for removal upon a two-thirds affirmative vote of the executive board in consultation with the organization's advisor. In the event that the reason for member removal is protected by the Family Educational Rights and Privacy Act (FERPA) or cannot otherwise be shared with members (e.g., while an investigation is pending), the executive board, in consultation with the organization's advisor, may vote to temporarily suspend a member or executive officer.

#### ***Article IV - Organization Leadership***

- IV.a. Primary Leader (President): Serves as the administrative head and is responsible for overall team activities, function, and organizational structure within the GoAERO Sloopy Works team.
- IV.b. Secondary Leader (Vice-President): Assists the President with duties and fills in when the President is not available.
- IV.c. Treasurer: Responsible for handling all monetary transactions of the team and works with the officer team on any necessary administrative tasks. Submits any required funding forms to the University in accordance with their procedure.
- IV.d. Faculty/Staff (Co-)Advisor: Advises the executive board and helps with administrative tasks as necessary. Acts as the organizational face to the University and external contacts.
- IV.e Length of Leadership Term: Each elected officer will serve a term of one academic year. If an elected officer is removed or resigns, an emergency election must be held within two weeks to replace the position if the executive board and the advisor believe the position must immediately be filled.

#### ***Article V- Election / Selection of Organization Leadership***

- V.a. Eligibility: To be eligible for an elected position, one must be a current member of the GoAERO Sloopy Works team and must be available to serve a full academic year.
- V.b. Election Season: Elections will be held in the Spring semester.
- V.c. Voting Procedure: A quorum consisting of three-fourths of the active undergraduate members must be present. Voting on candidates for undergraduate membership will be done only by active undergraduate, graduate members, and faculty/staff. In the case that a quorum cannot be achieved, elections shall be rescheduled, and the current executive board will remain until a quorum can be achieved. The voting may be conducted in up to three ballots with one ballot being cast for each candidate before a second ballot on any candidate may be taken. A second ballot will be taken only on those individuals who fail to receive the requisite number of votes. The third ballot will be taken only after all second ballots are completed and then only on those candidates who fail to receive the requisite number of votes in the second balloting. The voting on the first two ballots may be yes, no or undecided, but on the final ballot there will be no undecided votes or abstentions. Discussions should precede each ballot.

#### ***Article VIII – Advisor(s) or Advisory Board: Qualification Criteria.***

Advisors must be member of the University faculty or administrative & professional staff. Advisor (and co-advisor, if applicable) serves as liaison with the university and provides technical guidance when requested by the member of the group.

#### ***Article IX – Meetings and events of the Organization: Required meetings and their frequency.***

Meetings will be conducted as needed throughout the year in accordance with the current needs of the GoAERO Sloopy Works team and competition schedule. At least two meetings are conducted in a semester.

#### ***Article X – Method of Amending Constitution: Proposals, notice, and voting requirements.***

Any proposed amendments should be presented to the organization in writing and should not be acted upon when initially introduced. Upon initial introduction, the proposed amendments should be read in the general meeting, then read again at a specified number of subsequent general meetings and the general meeting in which the votes will be taken and should either require a three-quarter majority of voting members (a quorum being present). The constitution should not be amended easily or frequently.

#### ***Article XI – Method of Dissolution of Organization***

The GoAERO Sloopy Works organization shall be dissolved at the executive board's discretion. This action must be passed by an unanimous vote by no less than a quorum of the executive board. Any organization assets should be used to settle organization debt. If any assets remain, they shall be donated the Ohio State University Aerospace Research Center. If debt remains, the organization leadership will determine the course of action for settling the debts. Upon the official dissolution of the organization, Student Activities staff will be contacted to remove organization information from website.



## APPENDIX: Project Participation and Assignment Agreement

**Project Name and Description:** GoAERO Prize – Emergency Response Flyer

**Ohio State PI:** Dr. Kevin J. Disotell, Ph.D. (Dept. Mechanical and Aerospace Engineering)

As a condition of my participation in The Ohio State University ("Ohio State") Project above, I agree to observe all Project rules, institutional policies, and procedures applicable to such participation. I further agree to take every reasonable effort that is commensurate with the responsibilities assigned to or assumed by me in connection with my participation in this Project. In connection with my participation in the Project, I specifically understand and agree, to the best of my knowledge and abilities, to the following:

1. **Eligibility:** I agree to the terms of the GoAERO Prize Competitor Agreement copy provided in Attachment A, as stipulated by the prize organizers at <https://www.herox.com/goaero>;
2. **Records:** I will make complete and systematic notes and records relating to the Project using the team collaboration tool (Microsoft Teams) hosted by Ohio State, including full and accurate descriptions of all experiments, observations, data, results, discoveries, inventions, designs, models, works of authorship (including computer software), mask works and the like; maintain and preserve such notes and records and models, samples, databases, software, and the like; promptly make these items available for inspection and use at the request of the Ohio State PI, Ohio State, or a unit or agent thereof; and, upon request, promptly deliver these items to the Ohio State Principal Investigator (PI), Ohio State, or a unit or agent thereof;
3. **Infringement:** I will refrain from activities that may constitute or result in infringement or violation of any patent, copyright, trade secret, right of privacy, or other legal right;
4. **Brand:** I will observe the restrictions regarding publicity and use of Ohio State's identity and/or trademarks and those of any external sponsors, and will ask the PI if uncertain;
5. **Non-Disclosure:** I will not disclose to others nor use otherwise than for the purposes of the Project, confidential information obtained in confidence for the Project, including any disclosure on my social media account(s), except for identifying myself as a member of the Project and my technical subgroup, continuing through the end of the Grand Prize award (not necessarily the end of my participation or departure from Ohio State, if before);
6. **Non-Compete:** Due to my exposure to competitive Project information, I will not participate in the GoAERO Prize Competition with any team outside of Ohio State, or as an individual, after departing or graduating from Ohio State;
7. **Assignment of Intellectual Property:** I agree to promptly submit disclosures of discoveries, inventions, designs, models, works of authorship (including computer software), mask works, and any other results related to my participation in the Project to Ohio State's Technology Commercialization Office. I UNDERSTAND AND AGREE THAT, UNDER OHIO LAW AND OHIO STATE POLICY, ANY INTELLECTUAL PROPERTY CREATED BY ME THROUGH THE SPONSORED RESEARCH FUNDING, PRIZE AND DONATION FUNDS, FACILITIES AND/OR EQUIPMENT USED DURING MY PARTICIPATION IN THIS PROJECT IS OWNED BY OHIO STATE. In consideration for my participating in this Project, I hereby assign to Ohio State any and all right, title and title that I may personally have in such discoveries, inventions, designs, models, works of authorship, and other results and in any patents, copyrights, and other intellectual property rights related to the Capstone Course. I agree to fully cooperate with Ohio State's Technology Commercialization Office in preserving and perfecting these legal rights by affixing

appropriate copyright notices, executing necessary documents and otherwise, including refraining from premature public disclosure which might jeopardize such legal rights.

8. **Inventorship:** I agree and will adhere to the definition of Inventorship in Attachment B.
9. **Distribution of Funds:** I agree to the following distribution of any cash prize(s) awarded by GoAERO to the team, as well as any cash gifts designated to the Project:
- Cash Gifts:** All cash gifts accumulated through an Ohio State gift fund designated for the Project shall be used by the PI for purchasing supplies, services, competition travel, hardware, and software on behalf of team to compete in GoAERO Prize. Gift funds shall be fully expensed for these purposes over the Project lifetime. Any residual gift funds remaining after the GoAERO Grand Prize (Stage 3) is awarded shall be transferred to the Ohio State Aerospace Research Center Fund (314652) to support the growth of student project opportunities at the Aerospace Research Center, as will be disclosed to potential donors.
  - Stage 1 Prize:** 100% of any GoAERO cash prize awarded to team from Stage 1 submission by GoAERO Prize shall be deposited in a dedicated account at Ohio State, to be used by PI for purchasing supplies, services, hardware and software on behalf of team toward Stages 2 and 3 of competition;
  - Stage 2 Prize:** 100% of any cash prize awarded to team from Stage 2 submission by GoAERO Prize will be deposited in a dedicated account at Ohio State, to be used by PI for purchasing supplies, services, hardware and software on behalf of team toward Stage 3 of competition.
  - Stage 3 Prize(s):** 50% of any cash prize(s) awarded to team by GoAERO Prize from Stage 3 entry shall be distributed by PI to team members using the shareholder system defined below:

Managing Director (PI)	3 shares per Term* in role
Chief Engineer	3 shares per Term in role
Student President	3 shares per Term in role
Student Treasurer	2 shares per Term in role
Subgroup Leader	2 shares per Term in role
Contributing Member (other than above**)	1 share per Term on roster

*\* A Term is defined using Census Dates per the Ohio State Academic Calendar. To receive service credit for one Term, the individual must be on the active team roster on two consecutive Census Dates, available at: <https://registrar.osu.edu/academic-calendar/academic-calendar-5-year-view-2023-2028/>*

**\*\* A team member shall receive only one class of shares in a given term. A minimum of two (2) Terms on the team roster shall be required to receive an individual distribution. Any shares accrued for less than two (2) Terms shall be null and void in computing the total number of outstanding shares.**

The total number of outstanding shares shall be determined on the date of Stage 3 submission entry in competition. For this, the Managing Director (PI) will maintain a roster record of individual participation in above roles on the Enrollment Census Dates for Fall, Spring, and Summer Terms.

I agree that I will only receive any cash prize allocated to me by providing and maintaining my preferred email address with PI, including after my departure from Ohio State. PI will attempt to contact me twice to distribute the cash amount. If no response is received after two attempts by PI to the email address I provided, my cash distribution will be considered to be forfeited to the PI's earnings account at Ohio for use at PI's sole discretion. I acknowledge that I will forfeit my share of cash prize if failing to meet eligibility requirements in the GoAERO Prize Competitor Agreement, Section 3.iv, at any time during totality of Project.

The remaining 50% of any cash prize from Stage 3 shall be gifted to the Ohio State Aerospace Research Center Fund (314652) to support the growth of student project opportunities at the Aerospace Research Center.

I have read this Project Participation and Assignment Agreement, and I understand and agree to these terms, and I execute this Project Participation and Assignment Agreement under my own free will and I recognize that I have the right to get advice from my own personal attorney. I agree that my certificate-based electronic signature, verified with the Digital ID linked to my Ohio State email address, is equivalent to my handwritten signature for the purposes of validity, enforceability and admissibility of this Agreement.

Participant Signature:

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## **ATTACHMENT A: GoAERO Prize Competitor Agreement**

You (“Innovator”) and GoAERO, Inc. (“GoAERO”) are entering into this Stage I Competition Agreement (this “Agreement”) which applies to Stage I of the GoAERO Prize Competition (the “Competition”). In order to participate in this Competition, Innovator must accept these terms, and therefore should take the time to understand them.

THIS AGREEMENT WILL BE A VALID AND BINDING AGREEMENT BETWEEN INNOVATOR AND GoAERO for all purposes relating to this Competition. Innovator should print and keep a copy of this Agreement. GoAERO and Innovator are referred to herein individually as a “Party” and jointly as the “Parties.”

**1. General.** The Competition consists of three stages, and this Agreement applies to your participation only in Stage I of the Competition. The stages of the Competition and the requirements for each are described in the Competition Guidelines, which can be found at [www.herox.com/GoAERO/guidelines](http://www.herox.com/GoAERO/guidelines) (the “Competition Guidelines”). Participation in subsequent stages of the Competition will have additional requirements and will be governed by different rules and legal documents than Stage I of the Competition, all as more fully described in the Competition Guidelines. The Competition Guidelines are an important part of this Agreement and are incorporated herein by reference.

**2. Competition Sponsors.** The Competition is being administered by GoAERO and sponsored and funded by The Boeing Company (“Boeing”), Pratt & Whitney (a subsidiary of Raytheon Technologies Corporation, “Pratt & Whitney”), and other individual and corporate sponsors (collectively with any future individual or corporate sponsors, the “Competition Sponsors”). Certain provisions of this Agreement are included for the benefit of the Competition Sponsors, and Innovator acknowledges that the Competition Sponsors are third-party beneficiaries of this Agreement.

**3. Eligibility.** The Competition is open to individual Innovators and business entities who meet the following requirements. GoAERO will determine an Innovator’s compliance with these requirements in its sole discretion.

(a) Individual Innovators: The Competition is open to individual Innovators who meet all of the following requirements at all times during the Competition:

- i. be at least 18 years old and the age of majority in his/her jurisdiction of residence if it is older than 18;
- ii. comply fully with all terms and conditions of this Agreement, including Section 15 which requires Innovator to obtain GoAERO’s prior written approval of all sponsors; and
- iii. be able to participate in this Competition without violation of any third-party rights or obligations, including without limitation an employer’s policies or procedures. To the extent an individual’s participation is within the scope of their employment as an employee, contractor, or agent (as defined in this Agreement), the individual must have notified their employer or principal for whom that individual is working at the time of entry of participation in the Competition, including without limitation the potential receipt of a prize. For the avoidance of doubt, individuals who are students, instructors, or professors at a university, or otherwise employed by a university must meet the requirements of this subsection.



iv. Exclusions: Individual Innovators may not be:

- (A) An employee of Boeing or any subsidiary or a member of any such employee's immediate family;
- (B) An employee of Pratt & Whitney, Raytheon Technologies Corporation or any subsidiary or a member of any such employee's immediate family;
- (C) Located in a jurisdiction where participation in the Competition is prohibited or otherwise restricted by law (or an individual with a residence in or who is a national of Cuba, Iran, Syria, North Korea, Russia, Sudan or, as applicable, Crimea and covered regions of Ukraine); or
- (D) An Individual who is subject to export controls or sanctions of the U.S.

(b) Business Entities: The Competition is open to business entities that wish to compete as a team and meet all of the following requirements at all times during the Competition:

- i. be a validly formed business entity in existence under applicable law.
- ii. comply fully with all terms and conditions of this Agreement, including Section 15 which requires Innovator to obtain GoAERO's prior written approval of all sponsors.
- iii. be able to participate in this Competition without violation of any third-party rights or obligations, including without limitation any non-compete or other agreements it (or any of its Team Members) may have with third parties.
- iv. Exclusions: Entity Innovators must not have any presence in Cuba, Iran, Syria, North Korea, Russia, Sudan or, as applicable, Crimea and covered regions of Ukraine, or be subject to export controls or sanctions of the United States.

(c) Competition Fees. There is no registration fee for the Competition, but upon submission of an Innovator's Stage I competition entry, there is a fee of \$250 for individual Innovators *or* \$500 for Teams with two or more persons. There is otherwise no purchase necessary to enter or win the Competition.

**4. Teams and Team Members.** Eligible Innovators can participate in the Competition individually or as part of a group (any such group is referred to in this Agreement as a "Team"). For the purposes of this Agreement, a Team can be a team of one Innovator or a team of multiple Innovators (as a group of Innovators or a group of Innovators who are part of a single business entity). Registration of a Team requires the Team to identify and list each Innovator that is part of the Team ("Team Members"). All Team Members must register at [www.herox.com/GoAERO](http://www.herox.com/GoAERO) and sign this Agreement. Teams will designate a Team Member to act as "Team Leader", and the Team Leader will be responsible for receiving communications from and communicating with GoAERO and the Judging Panel. Each Team Member must be at least 18 years old (or the age of majority in their jurisdiction of residence, if such age is older than 18 years). Teams may replace their designated Team Leader and add or remove any Team Member at any time through the Team Portal. A Team has the sole responsibility for adding and removing Team Members. A Team and its Team Members are solely responsible for all of their own costs related to participation in the Competition and preparation of a Team's competition submissions. Neither GoAERO nor its agents will officiate or be responsible for any disputes between or among members of any Team (including disputes regarding conduct, cooperation, contributions, intellectual property ownership, or prize distribution or sharing).

**5. Innovator Representations and Warranties.** By entering the Competition, Innovator represents, warrants, and agrees that:

- (a) Innovator has read and is in full compliance with the Competition Guidelines.
- (b) Innovator is free to enter into this Agreement without the consent of any third party and has the capability to fully perform its obligations hereunder;
- (c) Innovator's participation in the Competition, including acceptance of any Prize, will not violate any law, regulation, policy or rule of the United States or Innovator's home country, state, province, or local municipal location or Innovator's employment contract or arrangement;
- (d) Innovator will not infringe, violate, misappropriate or interfere with the Intellectual Property, contract or other right of any third party in the course of performance of this Agreement or cause GoAERO or its affiliates to do any of the same;
- (e) As of the date of any Submission, Innovator owns (or will own) all technologies, methods, resources and Intellectual Property in Innovator's Submission(s) and/or has (or will have) all appropriate license rights in any and all third-party technologies, methods, resources and Intellectual Property ("Third-Party Technology") in such Submission(s), and that Innovator's Submission(s) will be accompanied by and made in accordance with all appropriate licenses in such Third- Party Technology.

**6. Innovator to Retain Innovator's Intellectual Property.** Innovator will retain ALL right, title and other ownership interests in Innovator's submission and in all inventions, patents, patent applications, designs, copyrights, trademarks, trade secrets, software, source code, object code, processes, formulae, ideas, methods, know-how, techniques, devices, creative works, works of authorship, publications, and/or other intellectual property ("Intellectual Property") developed by Innovator during the Competition, except for the media rights granted by Innovator to GoAERO pursuant to this Agreement.

**7. Use of Intellectual Property.** No Party shall use the Intellectual Property of the other Party in a manner that: (i) impairs the validity or enforceability of such Intellectual Property; (ii) in any way disparages or dilutes such Intellectual Property; (iii) reflects poorly upon the good name of the other Party (or any Competition Sponsor or Organization Partner as defined elsewhere in this Agreement) or upon the goodwill and reputation associated with such Intellectual Property; or (iv) violates any applicable law, regulation or rule. No Party shall contest or deny the validity or enforceability of, or the right or title of the other Party in or to, such Intellectual Property or otherwise and shall not encourage or assist others directly or indirectly to do so. No party shall attempt to register the Intellectual Property of the other Party. In addition, no Party shall make any derivative works based on, or improvements to, any of the Intellectual Property of the other Party, except as authorized by this Agreement, nor shall any Party otherwise exploit the Intellectual Property of the other Party in any manner not expressly authorized by this Agreement.

**8. Compliance with Applicable Laws.** Innovator shall obey all local, national, and international laws in undertaking any activities related to the Competition and must acquire all necessary licenses, waivers, and/or permits from the applicable regulatory bodies or other applicable third parties. GoAERO is not required to advise Innovator regarding such legal and regulatory compliance and is not responsible for Innovator's compliance with laws applicable to Innovator. GoAERO's acceptance of Innovator into the Competition does not constitute approval of

Innovator's compliance with applicable laws.

**9. Noncompliance.** GoAERO may, in its sole discretion, temporarily suspend or disqualify an Innovator for any reason, including due to its failure to comply with any provision of this Agreement or the Competition Guidelines. If GoAERO notifies Innovator of noncompliance, Innovator agrees to cure such noncompliance as promptly as practicable and in any case within 30 days of receipt of such notice. Innovator shall abide by any decision made by GoAERO to remove, suspend, deem ineligible, or disqualify Innovator, without contest, legal recourse, or any other action of protest of the decision. Such decisions may be made by GoAERO for any reason including ethical transgressions, breach or violation of this Agreement or actions that jeopardize the Competition or sponsorship of the Competition.

**10. Stage I Submissions.** To be eligible for a prize, Innovator's will make a submission of information to GoAERO that meets the requirements set out in the Competition Guidelines (a "Submission"), and which also complies with the following:

- (a) Except for purchased or licensed content, any Submission must be the original work of Innovator;
- (b) Submissions must include only content (including any technical information, algorithms, designs, music, audio, visual or illustrative content, including logos, images, graphics, art, or other content, information, or materials protected any intellectual property right) that Innovator owns or has proper rights to use;
- (c) Innovator is required to disclose any purchased or licensed content that is part of a Submission;
- (d) Submissions must not contain any incomplete, corrupt, damaged, or malicious material;
- (e) Submissions must not contain material that violates or infringes another's rights, including but not limited to privacy, copyright, trade secret, patent, trademark, publicity or any intellectual property rights;
- (f) Submissions must not disparage GoAERO, any Competition Sponsor or any Organization Partner;
- (g) Submissions must not contain material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, slanderous or libelous and must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- (h) Submissions must not contain material that is unlawful, in violation of, or contrary to applicable laws or regulations; and.
- (i) Submission must contain a publicly-releasable graphic representation (silhouette, drawing, video, or abstracted cartoon, e.g.) of the entry.

**11. Judging.** All Submissions will be judged against the criteria set forth in the Competition Guidelines and judges will determine, in their sole discretion, which Submissions best address the Competition Guidelines. GoAERO has absolute and sole discretion to determine whether to accept Innovator's Submission, or any Submission, and whether to make a Prize, multiple Prizes or any Prize available to Innovator. Innovator agrees that GoAERO's determination as to the winner(s) of any Prize(s) are final and binding. Meeting the Competition Guidelines does not automatically mean that a Submission will be eligible for a Prize.

**12. Media Rights.** Innovator grants GoAERO and its agents and designees, which includes any Competition Sponsor (including its parent and affiliate companies), an exclusive (even to the extent that it may restrict Innovator's right to exploit the Competition Media as set forth herein), perpetual, royalty-free, fully paid-up, sublicensable, worldwide, irrevocable right and license, exercisable in the sole and absolute discretion of GoAERO to capture footage and otherwise record preparations for, participation in and the proceedings of the Competition, including but not limited to Innovator's name, voice, image, statements or any indicia of their, their identity ("Likeness") in any and all Competition Media. For the purposes of this Agreement, "Competition Media" shall be defined as all pre-existing or developed media emanating from documenting, filming, recording, or otherwise fixing any aspect of the Competition in a tangible means of expression by any means or in any manner or medium now existing, including without limitation, audio, video, digital, and photographic material, or developed in the future, including without limitation, Innovator preparation to enter or register for the Competition, the story of Innovator's participation, other Competition participants, and events related to the Competition whether such Competition Media is owned, controlled, or created by, or on behalf of Innovator, any Team Member or partner of Innovator, GoAERO, or any Competition Sponsor (or any of GoAERO or Competition Sponsor's agents or designees). GoAERO and the Competition Sponsors shall have the right to exploit all Competition Media in any manner and in any medium, including licensing the media to third parties. GoAERO will retain all rights and title in and to any Competition Media.

**13. Marks.** Innovator will not use the marks or logos of GoAERO or any Competition Sponsor without the prior written consent of GoAERO, which GoAERO may grant or deny in its sole discretion.

**14. Publicity.** Innovator shall not release any publicity, advertisement, news release or denial or confirmation of same regarding GoAERO, the Competition or the Innovator's entry into this Agreement, the terms of this Agreement, or any Competition Sponsor's role as a sponsor of the Competition, in any case without the prior written consent of GoAERO, which GoAERO may grant or deny in its sole discretion.

**15. Sponsorship.** All sponsors of Innovator must be approved in writing by GoAERO, which approval may be granted or denied in GoAERO's sole discretion. GoAERO will not approve any Innovator sponsor that is a competitor of Boeing or Pratt & Whitney. Innovator cannot publicize any sponsor without GoAERO's prior written consent. Innovator shall provide reports and updates on any approved sponsor(s) as requested by GoAERO.

**16. Other Contracts, Confidentiality.** Innovator agrees that Innovator will not disclose to GoAERO any information for which Innovator is under an existing contractual or other legal obligation to maintain in confidence. Innovator agrees that Innovator will not discuss any confidential information of other parties or GoAERO. If Innovator's participation in the Competition should be found to breach any legal obligations that Innovator has with third parties, or in the event of a breach of these confidentiality obligations, Innovator agrees to defend, indemnify, and hold harmless GoAERO, the Competition Sponsors, the Organization Partners and their respective affiliates, officers, directors, employees and agents from and against all claims, actions or demands, liabilities, and settlements, including, without limitation, reasonable legal and accounting fees, arising in connection with such unauthorized and prohibited disclosure.

**17. Nondisparagement.** At any time during or after the Competition, Innovator will not make, solicit or encourage others to make or solicit disparaging, critical or otherwise detrimental comments concerning GoAERO, the Competition Sponsors, the Organization Partners or any of their respective affiliates, employees, officers, directors, or agents.

**18. Changes and Cancellation.** GoAERO has the right to make updates and/or make any changes to, or to modify the scope of the Competition Guidelines, competition schedule, any technical requirements for the Prizes or any other details of the Competition, at any time during the Competition, for any reason. Innovator is responsible for regularly reviewing the Competition Guidelines to ensure that they understand and are meeting all rules and requirements of the Competition. GoAERO has the right to cancel the Competition at any time, without warning or explanation, and to subsequently remove the Prizes completely.

**19. Payments to Innovator.** Innovator shall only be paid upon winning a Prize and shall not receive payment for preparation or participation in the Competition. GoAERO shall make any necessary payment in US dollars to the bank account specified by Innovator during Registration within ninety (90) days after Innovator being declared the winner of a Prize. Compliance with payment instructions provided by Innovator (or, where Innovator is a Team, by the Team Leader) constitute payment of the applicable Prize. Innovator shall be solely responsible for any taxes arising from or relating to the payment of any Prize. GoAERO shall not be involved in how any Prize is allocated among Team Members. If Innovator wins a Prize, it will receive an IRS form 1099 or other applicable tax documentation from or on behalf of GoAERO reflecting the value of the Prize received, as required by law.

**20. Release and Waiver.** Innovator hereby:

(a) ACKNOWLEDGES THAT PARTICIPATION IN THE COMPETITION MAY BE DANGEROUS AND COULD LEAD TO BODILY INJURY OR DEATH;

(b) AGREES TO VOLUNTARILY ASSUME ANY AND ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE COMPETITION, INCLUDING, BUT NOT LIMITED TO, THE RISK OF BODILY INJURY OR DEATH;

(c) ACKNOWLEDGES THAT NONE OF GOAERO, ANY COMPETITION SPONSOR, ANY ORGANIZATION PARTNER OR ANY OF THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS WILL BE RESPONSIBLE OR LIABLE FOR ANY LOSSES, LIABILITIES, DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY AND PROPERTY DAMAGE) AND CLAIMS OR ANY RELATED COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND DISBURSEMENTS AND COSTS OF INVESTIGATION, LITIGATION, SETTLEMENT, JUDGMENT, INTEREST, AND PENALTIES) (“LOSSES”) THAT MAY OCCUR DUE TO PARTICIPATION IN THE COMPETITION;

(d) RELEASES AND FOREVER DISCHARGES GOAERO, THE COMPETITION SPONSORS, THE ORGANIZATION PARTNERS AND ALL OF THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS FROM ANY AND ALL LOSSES ARISING FROM PARTICIPATION IN THE COMPETITION;

(e) WAIVES ANY AND ALL RIGHTS OR CLAIMS FOR LOSSES AGAINST GOAERO, ANY

COMPETITION SPONSOR, ANY ORGANIZATION PARTNER AND ALL OF THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS FOR ANY AND ALL LOSSES SUFFERED RESULTING FROM INNOVATOR'S PARTICIPATION IN THE COMPETITION AND COMPETITION-RELATED EVENTS; AND

(f) COVENANTS NOT TO SUE GOAERO, ANY COMPETITION SPONSOR, ANY ORGANIZATION PARTNER, AND/OR ANY OF THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS FOR ANY LOSSES THEREFOR ON ACCOUNT OF INJURY, DAMAGE TO PERSONAL PROPERTY, OR DEATH ARISING FROM INNOVATOR'S PARTICIPATION IN THE COMPETITION OR ANY OTHER LOSSES WHATSOEVER.

**21. Acknowledgment.** Innovator acknowledges and expressly agrees that the foregoing releases and waivers are intended to be as broad and inclusive as permitted by law and that if any portion thereof is held to be invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

**22. Affiliates; Agents; Organization Partners.** For all purposes under this Agreement, (a) the term "affiliates" means a person or entity which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity, (b) GoAERO's "agents" shall be deemed to include each of the Masters, Mentors, Advisors, and Judges who are at any time involved in the Competition with such title or who are identified as such in GoAERO's website from time to time, and (c) the term "Organization Partners" means all Competition Sponsors and those organizations listed under the Partner tab in GoAERO's website.

**23. Indemnification.** Innovator acknowledges and agrees to indemnify, defend, release from liability, and hold harmless GoAERO, the Competition Sponsors, and the Organization Partners and all of their respective affiliates, employees, officers, directors and agents from and against any and all Losses arising from, relating to, or connected with participation in the Competition or any part of the Submission, or any activities incidental thereto including, without limitation: (i) any third-party claims, including, without limitation, any claims for personal bodily injury and/or personal property damage; (ii) claims based on any alleged breach of this Agreement by any person who is part of a Submission or the Competition; (iii) failure of Innovator to procure an effective waiver; (iv) any claims that the Submission or any other acts of Innovator infringes upon or violates the intellectual property rights of any third party, infringes upon or violates any person's or entity's right of privacy, or otherwise is in breach of Section 5(d); or (v) actual or alleged agreements or arrangements with other Innovators or participants. Innovator acknowledges and agrees that the obligation to indemnify and hold harmless as set forth in this Section will survive the expiration, lapse, or termination of this Agreement.

**24. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SUBJECT MATTER OF THIS AGREEMENT. EACH PARTY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES.

**25. EXCLUSION OF DAMAGES.** NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, OR ANY INDIRECT, SPECIAL,

INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF CIRCUMSTANCES CAUSE AVAILABLE REMEDIES TO FAIL.

## **26. LIMITATION OF LIABILITY.**

(a) THE TOTAL AGGREGATE LIABILITY OF GOAERO FOR ANY CLAIMS, CAUSES OF ACTION, DISPUTES OR DEMANDS ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO SUCH LIABILITY RESULTING FROM GOAERO'S BREACH OF ANY TERM OF THIS AGREEMENT AND/OR GOAERO'S NEGLIGENCE OR OTHER TORTIOUS CONDUCT AND/OR ANY DECISION BY GOAERO TO DISQUALIFY INNOVATOR AND/OR TERMINATION OF THIS AGREEMENT BY GOAERO, SHALL BE LIMITED TO THE LESSER OF (A) THE AMOUNT INNOVATOR PAID TO GOAERO UNDER THIS AGREEMENT; OR (B) INNOVATOR'S DIRECT DAMAGES NOT TO EXCEED ONE THOUSAND DOLLARS (\$1,000.00).

(b) To the extent permitted under applicable law, none of GoAERO, any Competition Sponsor or any Organization Partner shall be liable for: (1) any incorrect or inaccurate information, whether caused by Team, printing, typographical or other errors, or by any of the equipment or programming associated with or utilized in the Competition; (2) technical failures of any kind; (3) unauthorized human intervention in any aspect of the Competition; (4) any other claims of damages arising from participation in this Competition or acceptance or use of Prizes; and (5) any claims by a Team that its submission is similar to or competitive with technologies or products received by GoAERO from third parties, including other Teams.

**27. Privacy.** As part of this Competition, GoAERO may receive some of Innovator's personal information. The collection, use, and disclosure of this information will be governed by GoAERO's Privacy Policy located at <http://www.GoAERO.com/privacy-policy>. The Privacy Policy includes several ways to contact GoAERO with questions. By submitting such information, Innovator agrees that (i) GoAERO may use the personal information collected as described in the Privacy Policy and (ii) GoAERO may disclose such contact information and Competition registration information to Boeing. Innovator expressly authorizes Boeing to contact Innovator if Boeing so desires.

**28. Dispute Resolution.** In light of the Competition's ultimate goal of inspiring innovation from around the world, any public dispute regarding any claim or controversy arising out of or related to this Agreement or the making, performance, breach, or interpretation of this Agreement, including, without limitation, any challenge to any decision by the Judging Panel, would detract from this goal and would reflect poorly on Innovator, GoAERO, the Competition Sponsors and the Organization Partners. Further, any public dispute regarding any claim or controversy arising out of or related to this Agreement or the making, performance, breach, or interpretation of this Agreement, including, without limitation, any challenge to any decision by the judges, will result in irreparable harm to GoAERO, the Competition Sponsors and the Organization Partners and prize fulfillment entities of the Competition. Accordingly, Innovator and GoAERO agree that: (i) any claim, controversy and/or dispute arising out of or related to this Agreement ("Dispute"); (ii) any issues pertaining to a Dispute; and/or (iii) any claim that this Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to and finally determined by

mandatory and binding arbitration. Arbitration will be in accordance with the rules of the American Arbitration Association (“AAA”), which shall administer the arbitration, with the place of arbitration in New York, New York, United States of America. Innovator and GoAERO agree that the mandatory and exclusive dispute resolution procedures in this Agreement are in the best interests of both Parties. In furtherance of the foregoing, Innovator (and each Team Member if Innovator is a Team) agrees that any dispute related to the Competition or to any matters which are the subject of this Agreement must be brought and resolved on an individual basis and not as a class or collective action.

## 29. General Provisions.

(a) **Governing Law.** This Agreement and all Disputes arising hereunder shall be governed and construed in accordance with the laws of the State of New York, United States of America (“Laws”), without giving effect to any conflict of laws rules that would result in the application of the laws of any other jurisdiction.

(b) **Voluntary Agreement.** THE PARTIES BY VOLUNTARILY ENTERING INTO THIS AGREEMENT HEREBY AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF INNOVATOR DOES NOT AGREE TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT, THEN INNOVATOR SHOULD NOT ENTER THE COMPETITION. BY SIGNING THIS AGREEMENT, INNOVATOR REPRESENTS AND WARRANTS THAT IT UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

(c) **Conduct.** Without intending to limit any rights of GoAERO provided in other provision of this Agreement, Innovator agrees that GoAERO may disqualify any Innovator and/or Team it finds to be tampering with the operation of the Competition or to be acting in violation of the Rules or in an unsportsmanlike or disruptive manner. Any attempt by the entrant to deliberately undermine the legitimate operation of the Competition may be a violation of the law, and GoAERO reserves all rights to seek damages and other remedies (including attorneys’ fees) from any such Innovator or Team to the fullest extent permitted by law.

(d) **Review by Counsel.** This Agreement contains important limitations on Innovator’s rights that are necessary in light of GoAERO’s mission and dedication to the development of technology for the good of society. In light of these limitations, Innovator is encouraged to consult with legal counsel and ask any questions regarding its decision to enter into this Agreement and agree to these limitations. By entering into this Agreement, Innovator represents and warrants that it has had such opportunity to consult with legal counsel and ask questions regarding this Agreement.

(e) **Not Agents, Partners, or in Joint Venture.** The Parties are not agents or partners of or with one another. Parties are not engaged in any form of joint venture with one another. The Parties cannot bind one another by contract or otherwise.

(f) **No Third Party Beneficiaries.** Except as expressly provided herein, Parties agree and acknowledge that there are, and shall be, no third party beneficiaries to this Agreement.

(g) **No Waiver.** No failure of either Party to insist upon strict compliance with any covenant, obligation, condition, warranty or agreement contained herein will operate as a waiver of, or estoppel with respect to, any such covenant, obligation, condition, or agreement. Waiver by



any Party of any breach of any provision of this Agreement will not be considered as, nor constitute, a continuing waiver or waiver of any other breach of any provision of this Agreement.

(h) Headings. Article, section, subsection and paragraph headings in this Agreement are included for convenience of reference only and will not constitute a part of this Agreement for any other purpose.

(i) Survival. Notwithstanding any termination of this Agreement for any reason, the following provisions shall survive for all purposes: Sections 12 (Media Rights), 17 (Nondisparagement), 20 (Release and Waiver), 23 (Indemnification), 24 (Disclaimer of Warranties), 25 (Exclusion of Damages), 26 (Limitation of Liability), 28 (Dispute Resolution), 29 (General Provisions) and any other provision which, expressly by its terms, survives termination of this Agreement.

(j) Address. GoAERO: PO Box 5084, Greenwich, CT, 06831 USA

a. Severability. If any provision of this Agreement conflicts with the law under which this Agreement is construed or that is otherwise applicable to Innovator, or if any such provision is held invalid by a competent authority, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. If the competent authority holds the provision illegal, invalid, or unenforceable even after restatement, the provision will be limited or eliminated to the minimum extent necessary. The remainder of this Agreement will remain in full force and effect.

#### **Extension and Amendment of Stage I Competition Agreement**

As a participant in Stage I of the GoAERO Prize Competition (the “Competition”), you (“Innovator”) and GoAERO, Inc. (“GoAERO”) entered into a Stage I Competition Agreement (the “Stage I Agreement”).

During the period between the submission deadline for entries in Stage I of the Competition and the formal acceptance of your Team as a competitor in Stage II of the Competition (which acceptance will be in the sole discretion of GoAERO), you understand that to continue to participate in the Competition, you and GoAERO agree as follows:

- i. Notwithstanding anything in the Stage I Agreement to the contrary, all terms and provisions of the Stage I Agreement that by their terms would only apply to Stage I of the Competition are hereby extended and will continue to apply during the period beginning upon the submission deadline for Stage I entries on October 9, 2024 and ending upon the earliest to occur of (i) the formal acceptance by you or your Team as a participant in Stage II of the Competition (it being understood that all participants in Stage II must be Teams organized as legal entities, and not individuals) in accordance with the documents and guidelines governing Stage II, (ii) formal notification by GoAERO that you have not been accepted as a participant in Stage II of the Competition, (iii) your formal notice to GoAERO that you decline to apply to

- participate in Stage II of the Competition or (iv) June 18, 2025 or such other deadline for Stage II applications as GoAERO determines in its discretion from time to time (such period, the “Interim Period”).
- ii. Other than as described in paragraph 1 above, you hereby reaffirm all terms and provisions of the Stage I Agreement and agree and acknowledge that the terms and provisions of such Agreement remain in full force and effect, and that all representations and warranties of Innovator in the Stage I Agreement are true and correct as of the date hereof as if made on and as of the date hereof.
  - iii. Concurrently with or prior to your execution and delivery of this Extension and Amendment of Stage I Competition Agreement (this “Extension and Amendment”), you are executing and delivering, or have previously executed and delivered, to GoAERO:
    - 1. an agreement with GoAERO regarding your use of certain software, services, products, advice and other offerings posted to the GoAERO website at [LINK] (and if you previously executed and delivered such agreement, you hereby reaffirm and acknowledge that the terms of such agreement remains in full force and effect); and
    - 2. a new Release of Liability and Indemnification Agreement in the form posted to the GoAERO website at <https://www.goaeroprize.com/>.
  - iv. This Extension and Amendment shall be governed by the provisions of Sections 28 and 29 of the Stage I Agreement, which are hereby incorporated herein by reference.

#### **GoAERO In-Kind Sponsor Benefit Agreement**

GoAERO Innovators may have the opportunity from time to time to receive software, services, products, advice and other offerings, subject to certain terms and conditions of GoAERO, its sponsors and other partners, including this agreement (this “**Agreement**”). In order to utilize these offerings, please carefully read the following.

THIS AGREEMENT WILL BE A VALID AND BINDING AGREEMENT BETWEEN YOU (“**INNOVATOR**”) AND GoAERO, Inc. (“**GoAERO**”):

- 1. *Innovator’s Acknowledgments.* Innovator acknowledges that GoAERO, The Boeing Company (“**Boeing**”), Pratt & Whitney (a subsidiary of Raytheon Technologies Corporation “**Pratt & Whitney**”), and other sponsors (including financial, in-kind and organizational sponsors) of GoAERO or the competition being administered by GoAERO (the “**Competition**”), and GoAERO’s direct or indirect equity holders (all of the foregoing, collectively, the “**GoAERO Partners**”), may make available to Innovator and its Team Members certain services, products, equipment, data, documentation, technical assistance, materials, advice and other information during the Competition (collectively, “**Competition Materials and Services**”), including, without limitation, access to, advice and information

provided by GoAERO masters, mentors and judges and software or other products and services provided by GoAERO Partners. Innovator agrees and acknowledges that neither Innovator nor any of its Team Members is required to use any such Competition Materials and Services and that its election to do so is at its own option. Nothing herein entitles Innovator to any Competition Materials and Services, and such Competition Materials and Services may be discontinued, revoked or otherwise ceased at GoAERO's sole discretion. This Agreement is signed by a duly authorized representative of Innovator. Innovator understands that the terms of this Agreement are contractual and not a mere recital.

2. *Separate Agreements.* Any use by Innovator or any of its Team Members of any Competition Materials and Services offered by a GoAERO Partner shall be governed by such licenses or other agreements between Innovator and the respective GoAERO Partner, which are separate and apart from this Agreement, and no other GoAERO Partner (including GoAERO) shall have any responsibility or liability with respect to such arrangement.
3. *Indemnification.* Innovator hereby agrees that it will indemnify and hold harmless GoAERO, Boeing and its divisions, subsidiaries, subcontractors, suppliers and affiliates, Pratt & Whitney and its divisions, subsidiaries, subcontractors, suppliers and affiliates each other GoAERO Partner, each GoAERO master, mentor or judge, each affiliate of the foregoing parties, and with respect to all of the foregoing, each of their members, directors, officers, agents, managers, subcontractors and employees (each, a **"Competition Indemnified Party"**) from and against all liabilities, claims, losses, or damages of any nature, including costs and expenses (including attorneys' fees) incident thereto or incident to successfully establishing the right to indemnification, for injury to or death of any person or persons, or for loss of or damage to any property, including without limitation any aircraft or part thereof, and for any loss of use, revenue or profit, or other things or for any other direct, indirect, incidental, consequential, economic or statutory civil damages arising directly or indirectly out of or in any way connected with use of any of the Competition Materials and Services or any other item furnished by a Competition Indemnified Party under this Agreement, whether or not arising in tort or occasioned in whole or in part by its negligence.
4. *EXCLUSION OF LIABILITIES.*
  1. **DISCLAIMER AND RELEASE.** ANY COMPETITION MATERIALS AND SERVICES PROVIDED TO INNOVATOR ARE PROVIDED ON AN AS-IS, WHERE-IS BASIS, AND NO COMPETITION INDEMNIFIED PARTY MAKES ANY WARRANTY, GUARANTEE OR REPRESENTATIONS WITH REGARD THERETO. EACH COMPETITION INDEMNIFIED PARTY SPECIFICALLY DISCLAIMS AND INNOVATOR, ON ITS BEHALF AND ON BEHALF OF ITS TEAM MEMBERS, HEREBY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES AND OBLIGATIONS AND LIABILITIES, AND ANY OTHER RIGHTS, CLAIMS AND REMEDIES OF INNOVATOR OR ITS TEAM MEMBERS AGAINST SUCH COMPETITION INDEMNIFIED PARTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY COMPETITION MATERIALS AND SERVICES OR ANY OTHER THINGS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:
    1. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;
    2. ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
    3. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT,

WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF A COMPETITION INDEMNIFIED PARTY; AND

4. ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY OF INNOVATOR OR ITS TEAM MEMBERS, INCLUDING WITHOUT LIMITATION ANY AIRCRAFT OR FLYING DEVICE.
2. *EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES.* NO COMPETITION INDEMNIFIED PARTY SHALL HAVE ANY OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM ITS NEGLIGENCE), OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY COMPETITION MATERIALS AND SERVICES OR ANY OTHER THINGS PROVIDED UNDER THIS AGREEMENT.
5. *Result of Discussions and Negotiations.* Innovator agrees and acknowledges that this Agreement has been the subject of discussion and negotiation and is fully understood by Innovator and its Team Members, and that the mutual agreements of the parties set forth in this Agreement were arrived at in consideration of each of the provisions of this Agreement.
6. *Miscellaneous.* Innovator agrees that this Agreement may be enforced to the full extent permitted by law. If any section or part of this Agreement is held not to be enforceable under the applicable law, the remainder of the Agreement shall be enforced. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS OR INSTRUMENTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN SUCH STATE. ANY DISPUTE RELATING HERETO SHALL BE submitted to and finally determined by mandatory and binding arbitration. Arbitration will be in accordance with the rules of the American Arbitration Association which shall administer the arbitration, with the place of arbitration in New York, New York, United States of America. Other than the Competition Indemnified Parties, who are express third party beneficiaries of this Agreement, nothing contained in this Agreement will be deemed to create, or be construed as creating, any third party beneficiary right of action upon any third party whatsoever. No waiver of any provision of this Agreement will be effective, except pursuant to a written instrument signed by the party or parties waiving compliance. All amendments, supplements, or modifications of this Agreement must be in writing and executed by the parties hereto. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns and may not be assigned by Innovator without GoAERO's prior written consent.

**Release of Liability and Indemnification Agreement**

This Release of Liability and Indemnification Agreement (this “**Release**”) is made pursuant to that certain Extension and Amendment of Stage I Competition Agreement (the “**Extension and Amendment**”), which extends the provisions of the Stage I Competition Agreement to which I (“**Innovator**”) and GoAERO, Inc. (“**GoAERO**”) are a party (the “**Stage I Agreement**”). The provisions of this Release are in addition to, and in no way qualify or limit, the provisions of the Stage I Agreement, as modified by the Extension and Amendment.

I wish to continue to participate as an Innovator in the GoAERO Prize Competition (the “**Competition**”) offered by GoAERO, sponsored by The Boeing Company (“**Boeing**”), Pratt & Whitney, and other sponsors (including financial, in-kind and organizational sponsors) of GoAERO or the Competition, and funded by GoAERO and its direct or indirect equityholders (all of the foregoing, collectively, the “**GoAERO Partners**”).

FOR AND IN CONSIDERATION OF the right to continue to participate in the Competition, I acknowledge and agree as follows, on behalf of myself, my heirs, executors and administrators:

1. I acknowledge that my participation in the Competition is entirely voluntary.
2. I am aware that the Competition may involve risks and dangers, including the risk of serious injury or death. I certify that I am aware of and accept full responsibility for all of the risks involved in the Competition, including but not limited to the risks inherent in operating a personal flying device, whether caused by weather conditions, terrain conditions, the forces of nature, equipment malfunctions, inexperience, the hazards of transportation, the actions or negligence of GoAERO, Boeing, each GoAERO Partner, each GoAERO master, mentor or judge, each affiliate (as defined in the Stage I Agreement) of the foregoing parties, and with respect to all of the foregoing, each of their directors, officers, agents, managers, subcontractors and employees (collectively, the “**Competition Indemnified Parties**”), and I understand that no Competition Indemnified Party will be responsible for any losses, damages, liabilities or claims that my occur in connection with my continued participation in the Competition.
3. I accept my responsibility and adhere to any rules, policies and instructions provided by GoAERO.
4. I HEREBY AGREE TO UNCONDITIONALLY RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND GOAERO, BOEING, PRATT & WHITNEY, AND EACH OTHER COMPETITION INDEMNIFIED PARTY FROM ANY AND ALL LIABILITY, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED IN ANY WAY WITH MY PARTICIPATION IN THE COMPETITION, INCLUDING ANY COSTS OR EXPENSES, REASONABLE ATTORNEYS' FEES, INCURRED IN CONNECTION WITH SUCH CLAIMS. FURTHER, I HEREBY WAIVE ANY RIGHTS TO ANY SUCH CLAIMS, AND COVENANT NOT TO SUE FOR LOSSES, DAMAGES, LIABILITIES OR CLAIMS SUFFERED ARISING FROM TEAM'S PARTICIPATION IN THE COMPETITION.
5. I ACKNOWLEDGE THAT I AM RELEASING AND INDEMNIFYING GOAERO, BOEING, PRATT & WHITNEY, AND EACH OTHER COMPETITION INDEMNIFIED PARTY AGAINST ANY AND ALL CLAIMS THAT I MAY HAVE TO THE FULLEST EXTENT PERMITTED UNDER THE APPLICABLE LAW.
6. I ACKNOWLEDGE THAT THE RELEASE AND INDEMNITY PROVISIONS IN

PARAGRAPHS 4 AND 5 APPLY TO ALL CLAIMS FOR INJURY OR DAMAGE RESULTING FROM ANY CAUSE, INCLUDING THE NEGLIGENCE OF ANY PARTY RELEASED HEREIN. I FURTHER ACKNOWLEDGE THAT THIS RELEASE SHALL BE BINDING ON ALL OF MY FAMILY MEMBERS, INCLUDING MINORS, GUARDIANS, HEIRS AND ANY EXECUTOR OR PERSONAL REPRESENTATIVE OR BENEFICIARY.

7. I agree that this Release should be enforced to the full extent permitted by law. If any section or part of this Release is held not to be enforceable under the applicable law, the remainder of this Release shall be enforced. The release and indemnification provisions of this Release do not apply to reckless or intentional acts unless such provisions are permitted by the applicable law.
8. I am signing this Release as an adult participant, I state that I am 18 years of age or older and legally competent to sign this Release. I understand that these terms are contractual and not a mere recital. I have signed this document of my own free act.
9. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE AND INDEMNITY BY READING IT BEFORE I HAVE SIGNED IT.

## **ATTACHMENT B: Inventorship**

The United States Code authorizes anyone who invents or discovers inventive subject matter to obtain a patent. An inventor is one who, alone or with others, first invents a new and useful process, machine, composition of matter, or other patentable subject matter. United States patent law requires that all inventors of an invention must be named in a patent application.

The most important consideration in determining inventorship is initial conception of the invention. The courts have ruled that, unless a person contributes to the conception of the invention, that person is not an inventor. Courts have defined conception as, "the formation in the mind of the inventor of a definite and permanent idea of the complete and operative invention as it is thereafter to be applied in practice." An invention is complete and operative "if the inventor is able to make a disclosure which would enable a person of ordinary skill in the art to construct or use the invention without extensive research or experimentation." (Burroughs Welcome Co. v. Bar Lab., Inc., 40 F.3d 1223, 1228 (Fed. Cir. 1994), cert. denied, 516 U.S. 1070, 116 S. Ct. 771, 133 L.Ed. 2d 724 (1996).)

Conception is the mental formulation and disclosure by the inventor, or inventors, of a complete idea for a product or a process:

- The idea must be of a specific means, not just a desirable end or result;
- The idea must be sufficiently complete so as to enable anyone of ordinary skill in the art to reduce the concept to practice.

Inventorship is determined by examining the content of each of the claims of a patent in light of the above definition. If a person contributed to the conception of at least one claim in a patent, then that person is an inventor. An individual should not be listed as an inventor of a U.S. patent unless that person, individually or jointly, contributed to the conception of at least one claim of the patent.

There may be more than one inventor for an invention described in a patent or described in a claim. In such case, each inventor is referred to as a "co-inventor" or a "joint inventor." Inventors may apply for a patent jointly even though:

- (a) They did not physically work together or at the same time,
- (b) Each inventor did not make the same type or amount of contribution, or
- (c) Each inventor did not make a contribution to the subject matter of every claim of the application.

Some corollaries to the definition of inventor:

- One does not become an inventor by suggesting a desired end without suggesting the means for accomplishing that end.
- One does not become an inventor by merely following the instructions of the person who conceived the solution to the problem which constitutes the invention. However, in the course of performing experiments or tests, an assistant may make a suggestion which confers upon him/her the status of a joint inventor.
- One does not become an inventor by merely providing materials that are used in the invention.
- One does not become an inventor by merely contributing to the reduction to practice of an invention. There must be a conceptual contribution to become an inventor.