

## **AECOM A BETTER NORMAL PARTICIPATION AGREEMENT**

AECOM is pleased to present the AECOM A Better Normal Participation Agreement (“AECOM Hackathon”). The AECOM Hackathon is governed by the rules set out below in this AECOM Hackathon Participation Agreement (“Agreement”). By participating in the AECOM Hackathon, you (the “Participant”) agree to abide by this Agreement that is a binding legal agreement between Participant and AECOM with respect to the AECOM Hackathon.

### **Event Description**

The coronavirus has forced the world’s biggest pivot of digital work/life. It has created the greatest experiment in CO<sub>2</sub> reduction the world has ever seen, and it has forced widespread behavior changes in record time. The pandemic has also tested our systems in ways we never imagined. It exposed fatal flaws in the assumptions that much of our economy was built upon.

As we work to help our communities plan a safe return to service – now is the time to ask ourselves, what are we returning to? How can we use our collective expertise to ensure that the world of tomorrow is not just new, but better? The AECOM Hackathon is bringing together leaders in the industry to discuss and propose solutions to create a better way to return to service.

### **Eligibility**

Participation is by invitation only. Participants must agree to these Terms and Conditions to engage in the AECOM Hackathon.

### **Participation Terms and Conditions**

By registering for the AECOM Hackathon, Participant represents and warrants the following: (a) Participant will not submit content that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless Participant is the owner of such rights or has permission from their rightful owner to use the content as part of the AECOM Hackathon, or unless such use is otherwise legally permissible; (b) Participant will not publish falsehoods or misrepresentations that could damage the AECOM Hackathon, participants, or any other third party; (c) any content provided by Participant will not contain any viruses, Trojan horses, worms or other disabling devices or malicious code; and (d) Participant will not attempt, create, or use any unauthorized access to AECOM network or other digital communication or data storage systems.

Participant hereby grants AECOM the right to use Participant’s company name in materials associated with the Better Normal Hackathon. Participant understands that the AECOM Hackathon may be photographed, videotaped, recorded, etc. and that AECOM will seek permission before using Participant’s name, voice, attributed comments, and/or likeness in any and all footage about Participant’s participation in the AECOM Hackathon and that Participant shall not unreasonably withhold such permission.

### **Intellectual Property**

AECOM asserts no ownership through the AECOM Hackathon, in any intellectual property that may result from participation in the AECOM Hackathon. Notwithstanding the foregoing, Participant may be

subject to AECOM Intellectual Property Policies or any Intellectual Property Policy of Participant's employer. Nothing in this Agreement will be construed to supersede or interfere with other obligations to Participant employer. All AECOM Employees may be required to disclose any invention created in the AECOM Hackathon to AECOM. By registering for the AECOM Hackathon and sharing information, Participant grants AECOM a worldwide, perpetual, irrevocable, nonexclusive, royalty-free license to discuss, publicize, demonstrate, and otherwise display content derived from or relating to such entry for promotional and marketing purposes and for purposes relating to the AECOM Hackathon,. Participant will not receive any compensation for participation in the AECOM Hackathon. Participant agrees that AECOM will not be responsible for any disputes regarding intellectual property resulting from the AECOM Hackathon.

#### **Limited Liability and Indemnification**

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