



ACORD Insurance Innovation Challenge Rules (the “Rules”)

By submitting an application to the ACORD Insurance Innovation Challenge (“AIIIC”) and/or signing below, the applicant:

1. grants to ACORD a royalty-free, fully-paid-up, perpetual, irrevocable, non-exclusive, transferable and sub-licensable license to:
 - a. reproduce and/or publicly distribute, perform and/or display, the materials submitted as part of applicant’s AIIIC application; and
 - b. create derivative works of such material to the extent it is captured in photographs and/or audio/video recordings during AIIIC-related activities in which applicant or its presenter(s) participate, or included in compilations with other applicants’ materials, and to use such derivative works to the same extent that ACORD is licensed to use applicant’s submitted materials, in any format or medium now known or developed in the future.
2. agrees that ACORD may publicize, before, during and after the AIIIC, that applicant participated in the AIIIC, including but not limited to, publicizing the name of applicant and its submission, and/or any ACORD or AIIIC-related verbal or written quotes or statements supplied by applicant, and applicant shall not be entitled to a fee for same. For example, and without limiting the generality of the foregoing, ACORD may publish: “the ABC tool, submitted by ABC Company, was a Finalist at the ACORD Insurance Innovation Challenge.”
3. grants to ACORD a royalty-free, fully paid-up, perpetual, irrevocable, non-exclusive license to use applicant’s logos/trademarks that it submits as part of its application or that are captured in the recordings referenced in Section 4 below (hereinafter collectively referred to as the “Applicant Marks”) in connection with the activities described in Sections 2 and 4 of these Rules and for no other purposes. The Applicant Marks are and shall remain at all times the sole and exclusive property of applicant. No rights or interest in the Applicant Marks shall transfer to ACORD beyond the terms and conditions of this limited license. The goodwill associated with any use of the Applicant Marks shall inure solely to the benefit of the applicant. Applicant hereby waives any right it might have to inspect or approve ACORD’s use of the Applicant Marks. ACORD hereby agrees to make every reasonable effort to abide by any and all written terms of use provided by Sponsor simultaneously with the Applicant Marks. If found necessary by ACORD it shall seek permission from Applicant to deviate from such terms of use, which permission shall not be unreasonably withheld.



4. agrees that ACORD and/or its vendors are permitted to capture audio, video and/or photographic recordings of applicant's presentations made in connection with the AIIC, and may edit and publicly display/perform the same in any medium or format now known or hereafter developed. As between the parties, any content produced by ACORD or its vendors in the exercise of the licenses and permissions granted by applicant under this agreement, such as photos, videos and/or audio recordings, is owned by ACORD. No fee shall be due and owing to applicant or its participants for such activities.
5. shall cause each of its presenters to agree, in writing and prior to:
 - a. appearing at any AIIC-related event, that ACORD may create audio, video and photographic recordings of presenter's name, image, voice and/or performance at such event, without payment to presenter, and may edit and publicly display/perform the same; and
 - b. submitting applicant's application, that ACORD may use presenter's submitted photograph in the activities described in Section 2 and Section 4 of these Rules.

Each such writing shall serve to waive any right presenter may have to inspect or approve the recordings (as edited) and other permitted uses, and presenters shall agree therein not to ever assert any moral rights which he or she may have in the recordings (as edited) or other materials, now or in the future. Therein, each presenter shall also release ACORD and any third parties acting on its behalf, jointly and severally, from any and all claims and liabilities for damages for libel, slander, invasion of privacy or any other claim or liability based on the use of the recordings (as edited), or other materials, in relation to ACORD or AIIC activities.

6. warrants that it has and shall maintain sufficient rights to lawfully grant the licenses and permissions herein granted without the need for consent from any third party; that it has and shall continue to comply with all applicable laws while engaging in activities related to these Rules; and that it satisfies the AIIC Challenge Criteria available at www.acordchallenge.org.
7. Applicant shall defend, indemnify, save and hold harmless ACORD, its subsidiaries, affiliates, successors, assigns, employees, agents, or subcontractors from and against any and all suits, claims, losses, forfeitures, demands, fees, costs, expenses, obligations, or proceedings of any kind or



nature, including reasonable attorney's fees that may arise out of or in connection with applicant's actual or alleged breach of these Rules.

8. ACORD reserves the right, at its sole discretion and without notice, to take any actions deemed necessary to uphold the integrity of ACORD and the AIIC. This includes the rights to adjust or revise eligibility requirements, application deadlines, and evaluation criteria or methodology; the right to recalculate or void votes that may be considered fraudulent or are the result of technical errors or problems; and the right to remove or replace judges for any reason. The sole recourse any applicant shall have to such changes is to withdraw its application, provided that such withdrawal shall not affect the licenses and permissions herein granted.
9. These Rules shall be governed by and construed in accordance with the laws of the State of New York, USA, without reference to any conflicts of law provisions.
10. If any provision of the Rules are declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Agreed to and accepted by:

Applicant: _____

By: _____
Signature

Name: _____

Title: _____

Date: _____