PARTICIPATION AGREEMENT

The following terms and conditions of this Participation Agreement ("Agreement") govern each participant's (referenced herein with "you" or "your") involvement in the ADLM Data Challenge, including your submission of any materials, data, source code, video, presentation, or other information ("Submission") to the Association for Laboratory Diagnostics & Medicine ("ADLM"), and use of any ADLM materials, data, or other information (collectively, "ADLM Materials").

If you submit as part of a team, each team member must agree to this Agreement. By submitting on behalf of a team, the submitting team member represents that every team member has read and agreed to this Agreement.

BY SUBMITTING ANY SUBMISSION TO ADLM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND YOU AGREE TO BE BOUND LEGALLY BY IT. IF YOU DO NOT AGREE WITH THIS AGREEMENT, DO NOT SUBMIT TO THE ADLM DATA CHALLENGE.

1. **LICENSE GRANT.** By submitting a Submission, you hereby grant to ADLM a perpetual, non-exclusive, worldwide, royalty-free, irrevocable, sublicensable right and license to copy, distribute, display, perform, reformat, transmit, modify, create derivative works of, and otherwise use any such Submission in connection with the ADLM Data Challenge, future ADLM data challenges, ADLM's educational programs, and the promotion of any of the foregoing, in any media now known or later developed, without further compensation or consideration to you, and without further notice to or approval from you. There is no right to make use of any trademarks of ADLM or its parents, affiliates, or subsidiaries pursuant to this Agreement, and except as expressly provided herein, ADLM does not grant any express or implied right to you or any other person or entity with respect to its information or intellectual property.

You grant ADLM the right to use your name, image, likeness, voice, biographical information, professional title, and institutional affiliation as they appear in or relate to your Submission, in connection with the uses described in Section 1 and in connection with ADLM's promotion of the ADLM Data Challenge, future ADLM data challenges, and ADLM's educational programs, in any media now known or later developed, without compensation. You represent and warrant that you have obtained written permission from every individual (other than members of your team) who appears, is heard, or is identified in your Submission, granting the same rights to ADLM, and you agree to provide copies of such permissions upon ADLM's request. If you submit on behalf of a team, each team member whose name, image, likeness, voice, or other personal information appears in or relates to the Submission grants ADLM the rights described in this paragraph by agreeing to this Agreement.

2. **CONTENTS; DISCLAIMER; LIMITATION OF LIABILITY.** The ADLM Data Challenge is intended solely for educational purposes and is not medical advice. The ADLM Materials may change from time to time but currently include synthetic laboratory protocols which are not validated methods and must not be used for any clinical, diagnostic, therapeutic, or patient-care activities. All ADLM Materials are provided in the form and format made available by ADLM on a limited, non-exclusive, non-transferable, and revocable basis for use only with the ADLM Data Challenge and for no other purpose. Participation in the ADLM Data Challenge is voluntary, and reliance on the information provided by ADLM is solely at your own risk. ADLM does not assume any responsibility or liability for any damages or losses that may arise from participation in the ADLM Data Challenge, including, but not limited to, the use of or reliance on ADLM Materials provided. THE ADLM MATERIALS ARE OTHERWISE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. ADDITIONALLY, IN NO EVENT SHALL ADLM BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR PARTICIPATION IN THE ADLM DATA CHALLENGE OR THE USE OF THE ADLM MATERIALS BY YOU OR ANYONE ELSE, AND ADLM'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ADLM DATA CHALLENGE SHALL NOT EXCEED ONE HUNDRED DOLLARS ($100).

3. **PARTICIPATION REQUIREMENTS AND REPRESENTATIONS.** You are responsible for following any rules or policies for the ADLM Data Challenge provided by ADLM, including those posted on ADLM's website (the "Challenge Rules"). Additionally, you represent and warrant that:

(a) you maintain all necessary consents, rights, permissions, and clearances required for you to submit, and for ADLM to use, the Submission;
(b) the Submission, including any code, output, dataset, or video, does not contain protected health information (PHI) or any information that identifies or could reasonably be used to identify a patient, and any data presented or included is de-identified, aggregated, or synthetic;
(c) you have obtained any required approval from your employer or institution to share the project, data, results, code, and any institutional names, logos, or materials included in the Submission;
(d) the Submission is your original work (or your team's original work), and any third-party content it includes, such as music, images, video footage, datasets, code libraries, or software interfaces, is properly licensed or permitted for the uses described in this Agreement;
(e) the Submission does not disclose confidential or proprietary information belonging to your employer, any vendor, or any other third party; and
(f) the Submission does not infringe or violate the intellectual property, privacy, publicity, or other rights of any person or entity.

ADLM may disqualify, remove, or decline to use any Submission that does not comply with this Agreement or the Challenge Rules. Decisions of ADLM and the judges it designates for the ADLM Data Challenge are final.

4. **CONFIDENTIALITY.** You agree to use any nonpublic or confidential information relating to ADLM, the ADLM Data Challenge, participants in the ADLM Data Challenge, and other specified topics or materials related to the ADLM Data Challenge, including the ADLM Materials (collectively, "Confidential Information"), only in furtherance of the purposes of this Agreement. Upon ADLM's request or upon conclusion of the ADLM Data Challenge, you will return to ADLM or destroy all Confidential Information.

5. **INDEMNIFICATION AND RELEASE.** You shall indemnify, hold harmless, and defend ADLM and its officers, directors, agents, members, volunteers, and employees against all claims, liabilities, costs, damages, judgments, suits, actions, or proceedings (including any instituted by a government or government agency), losses, and expenses, including reasonable attorneys' fees and costs of suit or proceeding, arising out of or resulting from (i) your Submission, including any claim involving privacy, publicity rights, patient data, software licensing, or third-party intellectual property; or (ii) any breach by you of this Agreement. To the fullest extent permitted by law, you release ADLM and its officers, directors, agents, members, volunteers, and employees from any and all claims arising out of or relating to your participation in the ADLM Data Challenge, your use of the ADLM Materials, or ADLM's use of your Submission as permitted under this Agreement.

6. **TERM.** This Agreement will take effect at the moment you submit a Submission and is effective until terminated as set forth below. This Agreement will terminate automatically if you fail to comply with any of the terms and conditions described herein, or you may also terminate at any time by ceasing to participate in the ADLM Data Challenge and destroying or returning all ADLM Materials. Sections 1, 2, 4, 5, and 7, and the representations and warranties in Section 3, will survive any termination of this Agreement.

7. **MISCELLANEOUS.** This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or the ADLM Data Challenge shall be brought exclusively in the state or federal courts located in the District of Columbia, and you consent to the personal jurisdiction of those courts. This Agreement represents the entire agreement between you and ADLM with respect to participation in the ADLM Data Challenge and supersedes all prior agreements and understandings between you and ADLM on that subject. This Agreement is in addition to, and does not replace, any terms and conditions of third-party platforms, and additional notices, terms, and conditions may apply to use of the ADLM Materials, including from platforms used to host the ADLM Data Challenge or to submit or host Submissions. Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance. No joint venture, partnership, employment, alliance, or agency relationship exists between you and ADLM as a result of this Agreement or your participation in the ADLM Data Challenge. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect. This Agreement and any rights granted by ADLM may not be assigned, delegated, or transferred by you without the prior express written consent of ADLM. This Agreement shall inure to the benefit of ADLM and its legal representatives, successors, and assigns.