

**Audiobox Responsible Generation Grant Program**

**Terms & Conditions**

**Last Updated 02/01/24**

**Only individuals affiliated with a valid non-profit organization, academic institution, or research institute (each an “Organization” and collectively “Organizations”) can participate.**

**These terms and conditions for the Audiobox Responsible Generation Grant Program (“Grant Terms”) govern the participation of individuals and the Organizations they represent.**

**GRANT OVERVIEW:** The Audiobox Responsible Generation Grant (“Grant Program”) is being managed by Meta Platforms, Inc. located at 1601 Willow Rd. Menlo Park, CA 94025 (“Grantor”, or “Meta”). This Grant Program is subject to the laws and exclusive jurisdiction of the U.S. to the maximum extent permitted by law. Individuals affiliated with an Organization (each a “Applicant” and collectively “Applicants”) can submit proposals (each a “Proposal” and collectively “Proposals”) from December 11, 2023 until February 2, 2024. Each Proposal must demonstrate how they will use the foundational audio generation models, software, and algorithms, including machine-learning model code, trained model weights, inference-enabling code, training-enabling code, fine-tuning enabling code and other elements of the foregoing distributed by Meta (“Audiobox”) to advance the state-of-art research in audio generation and/or conduct Responsible AI research in areas such as safety, fairness, ethics and impersonation / deepfake detection (“Grant Purpose”). Upon receipt, Grantor will evaluate each Proposal.

<b>Grant Process &amp; Steps</b>	<b>Tentative Deadlines</b> (May be subject to change at Grantor’s sole discretion)
Submit Proposal	2/9/24 <del>2/2/24</del>
Evaluation	2/2/24 – 3/1/24
Notification of Awardees	Week of 3/8/24

THESE GRANT TERMS ARE A LEGAL CONTRACT BETWEEN APPLICANTS AND THE GRANTOR AND GOVERN APPLICANT’S APPLICATION TO AND PARTICIPATION IN THE GRANT PROGRAM AND GOVERN THE ORGANIZATIONS THEY REPRESENT. BY SUBMITTING AN APPLICATION FOR THE GRANT PROGRAM, APPLICANT REPRESENTS THAT: (1) APPLICANT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THESE GRANT TERMS AND BY ALL THE DECISIONS OF THE GRANTOR AND ANYONE APPOINTED BY THE GRANTOR RELATING TO THE GRANT PROGRAM AND THE AWARD OF GRANTS, WHICH SHALL BE FINAL IN ALL RESPECTS; (2) APPLICANT SATISFIES ALL OF THE ELIGIBILITY REQUIREMENTS; AND (3) APPLICANT HAS THE AUTHORITY TO ENTER INTO THESE GRANT TERMS PERSONALLY AND AS A “REPRESENTATIVE” OF THE ORGANIZATION FOR WHICH APPLICANT IS SUBMITTING AN APPLICATION, AND LEGALLY BIND THAT ORGANIZATION (AND BE BOUND) TO COMPLY WITH THESE GRANT TERMS. PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY THE GRANTOR IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Grantor will make a new copy of the Grant Terms available on the Grant Program website (“Website”). Grantor will also update the “Last Updated” date at the top of the Grant Terms.

IF APPLICANT AND ORGANIZATION DO NOT AGREE TO BE BOUND BY THESE GRANT TERMS, APPLICANT MAY NOT PARTICIPATE IN THE GRANT PROGRAM.

**ELIGIBILITY:** This Grant Program is open to Organizations located in countries where local law does not prohibit their participation or the receipt of an award. Individuals and/or Organizations that are (i) the target of any trade sanctions or export control restrictions administered or enforced by the U.S., EU, United Nations, or UK; (ii) acting on behalf of anyone else who is the target of such trade sanctions or export control restrictions; or (iii) organized or located in the U.S. States of Illinois or Texas, Belarus, China, Russia, Ukraine, or any country or region that is the target of comprehensive economic or financial sanctions (e.g., Crimea, Donetsk, and Luhansk regions of Ukraine, Cuba, North Korea, Iran, and Syria, as such list may be amended) are not eligible to participate. Eligible Organizations must be one of the following:

- A non-profit organization: The non-profit organization must operate solely for a “charitable purpose” as defined under U.S. law and be organized as either a 501(c)3 entity (in the U.S.) or the local equivalent indicating governmental designation that the organization is a not-for-profit entity; Organizations claiming non-profit status must be able to provide valid proof of their tax-exempt status.
- An academic institution: An academic institution is defined as an accredited institution (colleges, universities or other educational institutions) of higher learning that grants degrees which can be public, private, or non-profit.
- A research institution: A research institution is defined as an establishment outside of higher education founded for doing research which can be public, private, or non-profit.

Each Organization must adhere to the following requirements: i) must not be an individual, a sole proprietor, or sole-owner entity in the jurisdiction where it is formed, ii) be an entity that is duly formed prior to October 1, 2022, and in good standing under the laws of the jurisdiction in which the Organization was formed, and iii) have the legal right to participate in this Grant Program and its participation will not violate any agreement or obligation between the Organization and any third-party.

Individuals who are employees, contractors, or personnel of the Grantor, or are an immediate family member of the aforementioned, are not eligible to participate in this Grant Program. For purposes of this Grant Program, the term “family member” is defined as any spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law.

By participating in this Grant Program, each Organization and Applicant acknowledges and agrees that they have carefully read and understand these Grant Terms. Each Organization and Applicant understands that they are bound by these Grant Terms. Participation in this Grant Program is void where prohibited or otherwise restricted by law. Each Organization and Applicant is responsible for complying with all applicable local, state, provincial, territorial, and federal laws and regulations.

Applicant’s and Organization’s participation in the Grant Program and use of certain Meta products and services (“Services”) may be subject to additional terms, including, without limitation, Meta’s Terms of Service (<https://www.facebook.com/legal/terms>), the applicable Audiobox license agreement, the Audiobox Acceptable Use Policy ([https://audiobox.metademolab.com/acceptable\\_use](https://audiobox.metademolab.com/acceptable_use)), and the Meta Privacy Policy (<https://www.facebook.com/policy.php>) (collectively, “Supplemental Terms”). If these Grant Terms are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to the use of each Service. These Grant Terms and any applicable Supplemental Terms are collectively referred to herein as the “Terms.”

**SUBMIT A PROPOSAL:** The Proposal must demonstrate how they will use the Audiobox Materials to advance the state-of-art research in audio generation and/or conduct Responsible AI research in areas such as safety, fairness, ethics and impersonation / deepfake detection.

Starting on December 11, 2023 until February 2, 2024, Proposals can be submitted at [https://meta-research.smapply.io/prog/audiobox\\_responsible\\_generation\\_grant/](https://meta-research.smapply.io/prog/audiobox_responsible_generation_grant/). The following information is required: Name of Representative for the Organization who must be Eighteen (18) years of age and the age of majority in Applicant’s jurisdiction of residence (“Organization Representative”), Email, City/Country of

Residence, Employment Affiliation, Description of the Proposal, Anticipated impact of the Proposal, Description of responsible practices exhibited by the Proposal and an Implementation Plan. All required information must be provided in the Proposal or it will be disqualified. **Proposals must be received by 11:59 p.m. ET on February 2, 2024. Limit one (1) Proposal per Organization.**

The Proposal must meet all of the following requirements or the associated Organization may be disqualified:

- i. Proposal must be written in English.
- ii. Proposal must not have been previously licensed, sold, used, published, released, exhibited, distributed or otherwise commercially exploited in any form.
- iii. Proposal must only include content about persons or entities from whom the Organization has all necessary permissions and rights, including, if applicable, permission from any referenced or depicted minor’s parent or legal guardian.
- iv. Proposal must not infringe, misappropriate, or violate any rights of any third-party including, without limitation, copyright (including moral rights), trademark, trade secret, patent or rights of privacy or publicity. To the extent the Proposal includes any third-party content, Organization must have all rights, licenses and permissions to use the third-party content in accordance with the Grant Terms, and must provide proof of such third-party rights, licenses and permissions upon request by Grantor.
- v. Proposal must comply with all applicable federal, national, provincial, state, territorial, and local laws, rules, or regulations in connection with participating in the Grant Program.

**APPLICATION DATA:** In completing and submitting an application to participate in the Grant Program, Applicant agrees to: (a) provide true, accurate, current and complete information about the Applicant and Organization as prompted by the Grantor and (b) maintain and promptly update any such data or information, as necessary, to keep it true, accurate, current and complete. If any information Applicant provides is untrue, inaccurate, not current or incomplete, Grantor has the right to terminate Applicant’s application for the Grant Program and/or Applicant’s access to the Services, and may withhold any awarded funds. Applicant and personnel at the Organization may undergo various compliance screening as a condition of Grant Program participation. Applicant and Organization agree to provide any additional requested information or complete additional documentation needed to perform the screening at Grantor’s request.

**SHARING INFORMATION:** In order to facilitate the Grant Program, Applicant and Organization permit Grantor to disclose, exchange, and otherwise provide the Grant Program partners or service providers of the Grantor any and all information collected by Grantor for the purpose of administering this program, evaluating Applicant and Organization’s ability to qualify for the Grant, and/or otherwise carrying out any aspect of the Grant Program. For more information regarding use of personal information review the Meta Privacy Policy (<https://www.facebook.com/policy.php>).

**THIRD PARTY WEBSITES:** In order to access certain features of this Grant Program, Applicants may be required to access third party websites (“Third Party Websites”). In such cases, Applicants may be required to create an account on the Third Party Website. Applicants acknowledge that (1) their use of a Third Party Websites may be subject to separate terms between Applicants and such third party, and (2) the Grantor is not responsible for any of Applicants activities on the Third Party Website.

**EVALUATION:** All eligible Proposals will be reviewed and rated by the Grantor and partner organizations as applicable between February 2, 2023 and March 1, 2024 according to the following criteria:

- **Technical Feasibility:** Audiobox must be a part of the proposed solution in the Proposal.
- **Responsibility:** Where applicable, Proposal articulates how the proposed solution will address responsible practices with regard to data security, privacy, replicability, etc.
- **Impact:** Proposal articulates a vision and plan for how the proposed solution impacts the broader problem space.

The Organizations with the Proposals that rate the highest will then be subject to a verification process by the Grantor. Third-party companies may be used by the Grantor to conduct checks, including but not limited to, routine “Know Your Customer” checks, which may include screening, verifying, and checking the credentials and banking information of the Organization.

**AGREEMENT TO ADDITIONAL TERMS:** If you are selected to participate in the Grant Program, you will be required to enter into additional agreements, including the terms and conditions for use, reproduction, distribution and modification of the Meta’s proprietary Audiobox, including any specifications, manuals, and documentation accompanying Audiobox (“Documentation”), (collectively with Audiobox, the “Audiobox Materials”), as a condition of receiving further consideration for an award.

**GRANT RECIPIENT NOTIFICATION:** The Organizations that will receive a grant will be notified the week of March 8, 2024.

**GRANT:** This Grant Program has ten (10) grants available, and they will only be awarded to a valid Organization (no Applicant or individual person will receive the grant). Each grant consists of a cash amount up to \$50,000 USD (“Grant Funds”), and, subject to additional terms, including the applicable Audiobox license agreement, access to the Audiobox Materials (collectively with Grant Funds, the “Grant”). Each Organization agrees that the Grant Funds will be expended to support the Grant Purpose. Organization shall provide the Grantor with immediate written notification (i) of any inability to use the Grant Funds for the Grant Purposes; and (ii) prior to any expenditure of Grant Funds deviating from the Grant Purposes. In the event a Joint Proposal is selected, the Grant Funds shall be awarded to the PI Organization only. The PI Organization may distribute Grant Funds and/or access to the Audiobox Materials to the other Sub-Organizations on the joint proposal team as outlined in the Joint Proposal; provided, each Sub-Organization shall i. be subject to compliance checks, as determined by Grantor, ii. agree to and comply with these Audiobox Responsible Generation Grant Program Terms & Conditions, including but not limited to all Compliance representations, iii. comply with the obligations and applicable laws outlined in the Grant Fund Restrictions and Monitoring section below, and iv. be subject to Grantor’s final approval. Grantor will have no liability with respect to any disputes that may arise among Organizations submitting a Joint Proposal regarding the allocation among the Organizations of any Grant Funds received. Each Organization agrees that the Grant Funds will be expended to support the Grant Purpose. Organization shall provide the Grantor with immediate written notification (i) of any inability to use the Grant Funds for the Grant Purposes; and (ii) prior to any expenditure of Grant Funds deviating from the Grant Purposes. Any expenditures deviating from the Grant Purposes shall require the Grantor’s prior written approval. Any expenditures deviating from the Grant Purposes shall require the Grantor’s prior written approval.

**GRANT FUND RESTRICTIONS/MONITORING:** The Organization is responsible for using the Grant Funds to adhere to the Grant Purpose described in the Grant Terms/Refined Proposal. Each Organization will conduct, control, manage, and monitor the Grant Funds in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, local, and institutional standards. In the course of utilizing the Grant Funds, the Organization will comply with all applicable laws and regulations prohibiting money laundering or any activity that facilitates money laundering or the funding of terrorist or criminal activities, including, but not limited to, any applicable provision of The Currency and Foreign Transactions Reporting Act of 1970 (also known as the “Bank Secrecy Act”), the USA PATRIOT Act of 2001, the Anti-Money Laundering Act of 2020, prohibitions against laundering of monetary instruments (18 U.S.C. § 1956) and engaging in monetary transactions in property derived from specified unlawful activity (18 U.S.C. § 1957), and the rules and regulations thereunder). The Organization agrees to administer and disburse the Grant Funds in compliance with economic or financial sanctions and embargo programs imposed, administered, or enforced by the United States, United Kingdom, European Union, or United Nations (including those administered by the U.S. Department of the Treasury’s Office of Foreign

Assets Control (“OFAC”) and the U.S. Department of State). Further, the Organization will ensure the Grant Funds will not be used, directly or indirectly: (i) to support activities, individuals, or entities that are (a) the target of any applicable economic or financial sanctions or export control restrictions, including persons on OFAC’s List of Specially Designated Nationals or entities owned or controlled by such persons; or (b) located, organized, or ordinarily resident in a country or territory which, at any time, is itself the subject of comprehensive economic or financial sanctions, unless such activities are fully authorized by the U.S. government under applicable law; (ii) for any purpose prohibited by applicable export controls, including nuclear, chemical or biological weapons, or missile technology applications without the required government authorizations; (iii) to support activities in other countries prohibited from participating in the Audiobox Responsible Generation Grant, including Russia, China, Belarus, and Ukraine; (iv) to improperly influence any act or decision relating to the Project, including by assisting any party to secure an improper advantage; (v) to influence the outcome of any election for public office or to carry on any voter registration drive; or (vi) to engage in lobbying activities" (or "to engage in efforts to advocate for changes to regulations, laws, or other government policies").

Organization will enter into an agreement with any subcontractors or Sub-Organizations it retains or works with in connection with participation in this Grant Program and will ensure that the subcontractors or Sub-Organizations expressly agree to undertakings, representations, and warranties substantially similar to the provisions in the Grant Fund Restrictions/Monitoring and Compliance sections of these Grant Terms.

The Grant Funds should be used within one (1) year of the award payment date. Organizations must provide an annual report on how the Grant Funds are being used and their impact in the community. Upon request by the Grantor, Organizations are required to furnish any records, receipts, or expenditures and make their books available for review.

Each Organization represents, covenants, and warrants that: (i) it is qualified to receive the Grant Funds; (ii) it is in compliance with all applicable laws, regulations, statutes, and other legal requirements of any governmental, municipal, statutory, or regulatory authority, and the Organization has not received any notice or communication from any governmental authority regarding any actual, alleged, or potential violation of or failure to comply with any legal requirements; (iii) it shall exercise due care and act in good faith at all times in performance of its obligations under these Terms and the receipt of said Grant Funds; (iv) it possesses all right, power and authority to agree to these Terms; and (v) it does not discriminate against any individual or entity on the basis of any protected characteristic.

Grantor reserves the right to discontinue, modify, or withhold any payment or to require a total or partial refund of any Grant Funds if, in Grantor’s sole discretion, such action is necessary: (i) because the applicable Applicant or Organization has not fully complied with the Grant Purpose or with these Terms; (ii) to protect the Grant Purposes or any other charitable activities of Grantor; (iii) to comply with the requirements of any law or regulation applicable to the Applicant, Organization, Grantor, or this Grant Program; (iv) if Organization is in breach of its undertakings under the Compliance section of these Terms; or (iv) because, by action or omission, Applicant/Organization or any of Applicant/Organization’s representatives have committed fraud with respect to the Grant Purposes or any report or communication to Grantor is found by Grantor to be inaccurate or misleading in any material respect. Grantor does not waive any additional rights it may have beyond this refund.

**COMPLIANCE:** Applicants and Organizations selected to receive a Grant as part of the Grant Program agree to use the Grant solely for the purposes stated in these Grant Terms and as detailed in the Grant Program, and not in any way, directly or indirectly, in violation of applicable export control laws or trade sanctions, in violation of applicable laws and regulations prohibiting money laundering, or to facilitate any act that would constitute bribery or an illegal kickback, an illegal campaign contribution, or would otherwise violate any applicable anti-corruption or political activities law. If Organization becomes aware of any violation or suspected violation of this Section (“Compliance”) or any applicable anti-corruption laws, rules,

or regulations, it must provide prompt written notice to Grantor by emailing Legal-Notices@meta.com and setting forth the relevant facts and circumstances. Organization will, consistent with applicable laws, cooperate with Grantor in good faith to review any suspected violations of this section (Compliance), including by providing reasonable access to relevant documentation.

**INTELLECTUAL PROPERTY:** Each Applicant and Organization that submits a Proposal hereby grant to Grantor and its affiliates a nonexclusive, non-sublicensable, nontransferable, irrevocable, and royalty-free right and license to use, reproduce, distribute and publish the Proposal for purposes of administering the Grant Program.

The Organizations that receive the Grant Funds and the Organization's Applicants acknowledge and agree that any intellectual property funded, created, or developed through their use of the Grant Funds ("Developed IP") shall be Organization's sole property and the Organization shall hold all rights and copyrights therein, subject to any third party rights, including Meta's ownership of Audiobox and Audiobox Materials and derivatives made by or for Meta. Each Organization that receives the Grant Funds hereby grants and agrees to grant to Grantor and its affiliates a perpetual, nonexclusive, non-sublicensable, nontransferable, irrevocable, and royalty-free right and license to use, reproduce, distribute and publish the Developed IP and any derivatives thereof.

**TAX OBLIGATIONS:** To the fullest extent allowable under applicable law, all national, federal, state, territorial, provincial, prefectural, and/or other applicable taxes arising from participation in the Grant Program or the award of the Grant Funds as may be required by applicable tax authorities in the jurisdiction in which the winning Organization is located is the sole responsibility of the winning Organization. The winning Organizations will provide Meta with applicable tax ID, tax forms, documents, or certifications as may be required by applicable law for Meta to satisfy any tax information reporting and/or withholding tax obligations with respect to any payments hereunder prior to receiving any Grants Funds. Where applicable, Meta shall be entitled to deduct and withhold from any consideration payable such amounts as are required to be deducted or withheld therefrom under any provision of applicable laws. Notwithstanding the preceding sentence to the contrary, Meta will not withhold taxes (or will withhold taxes at a reduced rate) with respect to any amount payable to the winning Organization, if the winning Organization timely provides Meta with valid documentation claiming the benefits of an applicable income tax treaty (on IRS Form W-8BEN or other applicable documentation).

**PAYMENT SCHEDULE:** The Grantor shall transfer the Grant Funds in one (1) lump sum to each winning Organization within one hundred twenty (120) days following March 8, 2024. Payment of the Grant is subject to compliance with these Terms. The Grantor may, in its reasonable discretion, modify payment dates or amounts and will notify the applicable Organization of any such changes in writing.

**PUBLICITY:** The Grantor may include the name, logo, likeness, image, biographical information and/or statement(s) of the winning Applicant and Organizations in any publications, press releases, or other public communications to factually describe the Organization and the Grant Funds awarded without the Applicant or the Organization's prior written consent, for publicity and marketing purposes worldwide and in all forms of media now known or hereafter devised in perpetuity, without advance notice to or compensation to said Applicant or Organization(s).

**SEVERABILITY:** Each provision of these Terms must be interpreted in a way that is enforceable under applicable law to the maximum extent permitted by law. If any provision is held unenforceable, the rest of the Terms will remain in effect to the maximum extent permitted by law.

**INDEMNIFICATION:** Applicants/Organization agree to indemnify and hold the Grantor and its parents, trustees, subsidiaries, affiliates, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "Indemnified Parties") harmless from and against any and all losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Applicant/Organization data,

including, without limitation, any inaccuracies therein; (b) Applicant/Organization violation of the Terms and Grant Program Terms; (c) Applicant/Organization violation of any rights of another party, including any infringement of the intellectual property rights of a third-party including patent, copyright, trademark, trade secret, or other proprietary right by Applicant/Organization; (d) The negligent act or omission or willful misconduct of Applicant/Organization, its affiliates, directors, officers, employees, or agents; (e) Applicant/Organization's participation in the Grant Program; (f) Grantor's use of any submitted Proposal; or (g) Applicant/Organization's violation of any applicable laws, rules or regulations. The Indemnified Parties reserve the right, at each of their own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Applicant/Organization, in which event Applicant/Organization will fully cooperate with the applicable Indemnified Party in asserting any available defenses.

**DISCLAIMER OF WARRANTIES AND CONDITIONS:** **As-Is.** APPLICANT/ORGANIZATION EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO ITS USE OR ENJOYMENT.

(a) GRANTOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET APPLICANT/ORGANIZATION'S REQUIREMENTS; (2) APPLICANT/ORGANIZATION'S USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

(b) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM GRANTOR OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

**LIMITATION OF LIABILITY:**

(a) **DISCLAIMER OF CERTAIN DAMAGES.** APPLICANTS/ORGANIZATIONS UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THE GRANT PROGRAM, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. THE FOREGOING SHALL NOT APPLY TO LIABILITY OF AN INDEMNIFIED PARTY FOR ANY INJURY CAUSED BY AN INDEMNIFIED PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

(b) **CAP ON LIABILITY:** UNDER NO CIRCUMSTANCES WILL THE INDEMNIFIED PARTIES BE LIABLE TO APPLICANT/ORGANIZATION FOR MORE THAN ONE HUNDRED U.S. DOLLARS (\$100). THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF AN INDEMNIFIED PARTY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY AN INDEMNIFIED PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY AN INDEMNIFIED PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

(c) **BASIS OF THE BARGAIN.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE GRANT PROGRAM ENTITIES AND APPLICANT/ORGANIZATION.

**RELEASE:** THE APPLICANT/ORGANIZATION HEREBY WAIVES, RELEASES, COVENANTS NOT TO SUE, AND DISCHARGES THE GRANTOR AND ITS CORPORATE PARENTS, SUBSIDIARIES, AFFILIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND LICENSORS, (COLLECTIVELY, “**RELEASED PARTIES**”) FROM ANY AND ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS’ FEES) OF ANY KIND (COLLECTIVELY, “**CLAIMS**”) ARISING OUT OF OR RELATED TO THE GRANT PROGRAM OR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY INTERACTIONS WITH OR CONDUCT OF OTHER USERS OF ANY KIND ARISING IN CONNECTION WITH OR AS A RESULT OF THE TERMS OR PARTICIPATION IN THE GRANT PROGRAM OR USE OF SERVICES. THE FOREGOING RELEASE, WAIVER, AND COVENANT NOT TO SUE, INCLUDES, BUT IS NOT LIMITED TO, CLAIMS ARISING UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT LIABILITY, OR ANY OTHER THEORY.

**GENERAL CONDITIONS:** If the Grantor determines at any time in its sole discretion that an Organization is disqualified, ineligible, or in violation of these Terms, the Grantor reserves the right in its sole discretion to select an alternate Organization to receive the Grant Funds, even if the disqualified Organization may have been shown or announced. If the Grant Program is not capable of running as planned for any reason, the Grantor reserves the right, in its sole discretion, to cancel, modify or suspend the Grant Program. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Grant Program-related materials and these Grant Terms (including any alleged discrepancy or inconsistency within these Grant Terms), it will be resolved by the Grantor in its sole discretion. Grantor’s failure to (or decision not to) enforce any provision in these Grant Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Grant Terms will not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Grant Terms will otherwise remain in effect and will be construed in accordance with their Grant Terms as if the invalid or illegal provision were not contained in these Grant Terms.

Nothing in these Grant Terms shall be construed as creating a partnership, joint venture, agency, or any other relationship other than grantor/grantee between the Grantor and Organizations or any of their beneficiaries. Neither the Grantor/Organization has any right or authority to obligate or bind the other in any manner whatsoever beyond these Grant Terms.

**FORCE MAJEURE:** Without limiting any other provision in the Grant Terms, the failure of Grantor to comply with any provision of these Grant Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, strikes, epidemics, pandemics, actions of governmental authorities outside of the control of Grantor (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms.

**DISPUTE RESOLUTION; GOVERNING LAW; JURISDICTION:** All Applicants/Organizations acknowledge and understand that they are applying for a Grant administered from the U.S. and acknowledge that the Grant is subject to the laws and exclusive jurisdiction of the U.S. State of California to the maximum extent permitted by law. The Grant Program including (i) the Grant, (ii) the awarding or redemption of the Grant and/or (iii) the determination of the scope or applicability of these Grant Terms or their enforcement or interpretation; (iv) the Services; and (v) any dispute arising under or related thereto (whether for breach of contract, tortious conduct, or otherwise) will be governed by the laws of the State of California, USA, without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of the laws of any other jurisdiction. Any legal actions, suits or proceedings related to the Grant Program (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in the state or federal courts located in or having jurisdiction over San Mateo County, California, USA, and each Applicant/Organization accepts and submits to the personal jurisdiction of those courts with



respect to any legal actions, suits or proceedings arising out of or related to the Grant Program. Except where prohibited by law, any and all disputes, claims, and causes of action between an applicant and a Grant Program Party arising out of or connected with the Grant Program or these Grant Terms must be resolved individually, without resort to any form of class action.