

# Llama Social Impact Grant Program

## Terms & Conditions

Last Updated 10/16/23

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 Llama Social Impact Grant Program (“Grant Terms”) govern the participation of individuals and the Organizations they represent.

**GRANT OVERVIEW:** The Llama Social Impact 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 October 6, 2023 until November 15, 2023. Each Proposal must demonstrate how they will use the Llama 2 open-source language application to address an environmental, educational, or social impact challenge area (“Grant Purpose”). Upon review and approval of each Proposal, Grantor will conduct two (2) evaluation rounds. The Applicants who make it to the second evaluation must attend an in-person workshop in the United States (“Workshop”) in March 2024. After the Workshop, Applicants will have until July 2024 to submit their revised Proposal (“Refined Proposal”) for the opportunity to be awarded a grant.

<b>Grant Process &amp; Steps</b>	<b>Tentative Deadlines</b> (May be subject to change at Grantor’s sole discretion)
Submit Proposal	11/15/23
Phase 1 Evaluation	11/16/23 – 12/8/23
Verification Review of Applicants	12/9/23 – 1/26/24
Notification of Applicants Moving to Phase 2	Week of 1/29/24
Workshop	Week of 3/11/24
Submit Refined Proposal	7/18/24
Phase 2 Evaluation	7/19/2024 – 8/2/24
Verification Review of Potential Awardees	8/3/24 – 9/6/24
Notification of Awardees	Week of 9/9/24
Announcement of Winning Organizations	Week of 9/23/24

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 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.

Organizations that are not a non-profit organization, an academic institution, or a research institution may advise/consult eligible Organizations and offer expertise (“Consulting Organizations”), however only eligible Organizations are permitted to apply for and eligible to receive Grant Funds. Consulting 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 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 permitted to participate.

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.

**An Organization Representative who has submitted a Proposal and is affiliated with or employed by the Organization must attend an in-person Workshop in March 2024 in the United States.** Failure to

attend the Workshop will result in disqualification for the Organization. Travelers must have a valid passport and/or the required visa.

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, Facebook's Terms of Service (<https://www.facebook.com/legal/terms>), the Llama 2 Community License Agreement (<https://ai.meta.com/llama/license/>), the Llama 2 Acceptable Use Policy (<https://ai.meta.com/llama/use-policy/>), and the Facebook Data 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 provide a solution to an environmental, educational, or social issue using the Llama 2 technology in realistic/feasible ways that can clearly be applied, upholds responsible tactics, and can achieve maximum impact.

Starting on October 6, 2023 until November 15, 2023, Proposals can be submitted at [https://meta-research.smapply.io/prog/llama\\_impact\\_grants/](https://meta-research.smapply.io/prog/llama_impact_grants/). 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 November 15, 2023. 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 Facebook Data 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.

**PHASE 1 EVALUATION:** All eligible Proposals will be reviewed and rated by the Grantor and partner organizations as applicable between November 16, 2023 and December 8, 2023 according to the following criteria:

- **Technical Feasibility:** Llama 2 must be a central part of the proposed solution in the Proposal. The Proposal should clearly indicate how Llama 2 will be used in a feasible way given the capabilities of the model.
- **Applicability:** Proposed solution measurably addresses the applicable challenge (i.e. environmental, educational, or social) stated in the Proposal. Proposed solutions may be novel interventions or known interventions enhanced or refined through the use of Llama 2.
- **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 for how the proposed solution impacts the broader problem space and provides social benefit. This might include how the solution works across geographies, addresses the needs of additional communities, or other.

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. The Organization Representative of each Proposal that will proceed to the Phase 2 Evaluation will be notified the week of January 29, 2024. The public announcement of the Organizations moving onto Phase 2 will be shared online via the Grantor's social channels and blog.

**WORKSHOP:** The mandatory workshop takes place in the United States ("Workshop") in March 2024. While all Applicants within an Organization who have teamed up to work on a Proposal are invited to attend the Workshop, the designated Organization Representatives must attend the Workshop or said Organization will not be eligible to continue in this Grant Program. The goal of the Workshop is to help Organization Representatives and any other accompanying individuals from an Organization fully realize and expand upon the ideas presented in the Proposal so that the concept can achieve maximum results in the community. Individuals are responsible for booking their travel to the Workshop, and no more than two (2) individuals per Organization (including the Organization Representative) will be reimbursed for their travel expenses by the Grantor.

Travel/Reimbursement: Grantor will contact Organization Representatives to coordinate the form of reimbursement. Any reimbursement is solely for travel expenses for the Organization Representative and one other individual within the Organization. For clarity, reimbursement will only be provided for the two individuals per organization (including the Organization Representative), and expenses for any other Organization members or family/friends will not be covered. To be eligible to receive the reimbursement for travel expenses, each individual must submit legible copies of their travel receipts and comply with the following requirements: (1) air travel must be economy class or equivalent; (2) the hotel accommodations must be reasonably priced (e.g. the hotel should be business-oriented and not rated as a luxury or five-star hotel) and booked for a reasonable time frame, (3) and the ground transportation must be reasonable (e.g., taxis, rideshare services, etc. and not luxury private car services). Each individual must submit their travel receipts in the format and timeframe requested by the Grantor to a Grantor representative that will be identified at a later time. The actual amount of the reimbursement is based on submitted receipts and the reimbursement amount is in the Grantor's sole discretion. If an individual fails to follow the Grantor's instructions on how and when to submit the travel receipts or does not follow the requirements listed above, said person may not be eligible to receive the reimbursement.

By submitting one's receipts for reimbursement, the individual confirms that they are in compliance with their entity/Organization/government's policies, rules, and/or regulations and are able to accept the hospitality being provided.

Each individual is responsible for all other incidentals/expenses not specifically mentioned as being included, including, but not limited to, taxes, government fees, unspecified ground transportation, meals, tips, gratuities, hotel incidentals, excursions, tours, laundry service, local and long-distance telephone calls or other communications, mobile phone roaming fees, internet or wireless services, souvenirs, travel documents, service charges, travel insurance premiums, travel insurance, baggage fees, and any other personal expenses. Each individual is solely responsible for providing/obtaining all necessary identification and travel documents (e.g. passport, visas, medically advisable immunizations, proof of required vaccination(s) via a vaccine card, vaccine passport, health certificate, etc.). Passports must be valid for six (6) months after the return date of the trip. Failure to provide such documents may result in trip cancellation upon airport check-in. Each individual is advised to familiarize themselves with and comply with the United States CDC travel guidelines located at <https://wwwnc.cdc.gov/travel>. Furthermore, all travelers understand that any trip may present an inherent risk of exposure to current and emerging infectious disease(s) including but not limited to COVID-19 and its variants, and the Grantor cannot guarantee exposure during the trip will not happen. To comply with the REAL ID Act (<https://www.dhs.gov/real-id>), U.S. residents carrying driver's licenses from a select number of U.S. states may be required to present a valid U.S. passport to travel on a domestic commercial flight in addition to international travel. Each individual must have/present at least one (1) major credit card in good standing to check in to the hotel. If an individual rents a car, he/she must have a valid driver's license, be twenty-five (25) years of age or older and have at least one (1) major credit card in good standing. The trip restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions.

THE GRANTOR IS NOT RESPONSIBLE IN ANY WAY FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY. The Grantor is not responsible for any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, benefit providers or any other persons providing any trip-related services or accommodations. The Grantor is not liable for any missed events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other event except at the sole and absolute discretion of the Grantor.

**SUBMISSION OF REFINED PROPOSAL:** After the Workshop, Applicants/Organization Representatives will be asked to submit their revised Proposal (“Refined Proposal”) from March 18, 2024 until July 18, 2024. Refined Proposals must incorporate direction obtained from the Workshop and adhere to the criteria previously stated in these Terms. Organizations selected to participate in the Workshop may partner with separate Organizations attending the Workshop to submit a joint Refined Proposal ("Joint Refined Proposal"). In the event Organizations collaborate to submit a Joint Refined Proposal, the proposal team shall designate a single Principal Investigator Organization ("PI Organization"). The PI Organization shall serve as the sole recipient of the Grant Funds and may distribute the funds to the other Organizations on the proposal team (“Sub-Organizations”). In such cases, the Joint Refined Proposal must identify the PI Organization and outline how the PI Organization intends to distribute the funds to the Sub-Organizations on the proposal team.

**PHASE 2 EVALUATION:** All eligible Refined Proposals will be reviewed and rated by the Grantor between July 19, 2024 and August 2, 2024 according to criteria that will have been shared during the Workshop. The Organizations and any Sub-Organizations, if applicable, represented in the three (3) Refined Proposals with the best and most fully developed Grant Purpose will then be subject to a verification and compliance process, which they must pass, from August 3, 2024 until September 8, 2024. Third-party companies may be used by the Grantor to run 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 Organizations and any Sub-Organizations, if applicable.

**AGREEMENT TO ADDITIONAL TERMS:** If you are selected to participate in the Grant Program, you may be required to enter into additional agreements or supplementary terms as a condition of receiving further consideration for an award.

**GRANT RECIPIENT NOTIFICATION/ANNOUNCEMENT:** The Organizations that will receive a grant will be notified the week of September 9, 2024. The formal announcement of the Organizations receiving the Grant Funds will happen on or around the week of September 23, 2024.

**GRANT AMOUNT:** This Grant Program has three (3) grants available, one for each education, environment, and other social initiative, and they will only be awarded to a valid Organization (no participant or individual person will receive the grant). Each grant consists of a cash amount up to \$500,000 USD (“Grant Funds”). In the event a Joint Refined Proposal is selected, the Grant Funds shall be awarded to the PI Organization only. The PI Organization may distribute the funds to the other Sub-Organizations on the joint proposal team as outlined in the Joint Refined Proposal; provided, each Sub-Organization shall i. be subject to compliance checks, as determined by Grantor, ii. agree to and comply with these Llama Social Impact Grant 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 Refined 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 and Organization’s charitable, scientific, social, or educational purposes. 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.

**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 Llama Impact Grants, 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 the performance of this Grant 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 and/or Refined 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 and/or the Refined 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 Llama Materials and derivatives made by or for Meta, in accordance with the Llama 2 Community License Agreement. 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 September 23, 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.** PARTICIPANTS 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 YOUR 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 participants 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.