

DTCC Hackathon Participation Terms

To help ensure the success of the DTCC Hackathon (“**Hackathon**”), all participants are required to adhere to these Hackathon Participation Terms (“**Terms**”). By participating in the Hackathon, you and your company, academic institution or organization, if applicable (“**Participant**”), agree to be bound by these Terms.

1. **Definitions.** The following capitalized terms have the meanings given to them below:

1.1 “**Developed Software**” means any software developed or created by or on behalf of Participant, during the Hackathon.

1.2 “**DTCC**” means The Depository Trust & Clearing Corporation.

1.3 “**Effective Date**” means the date on which the Hackathon begins.

1.4 “**Hackathon Resources**” means all Materials, platforms, applications, tools and other resources made available by DTCC to Participant for use during the Hackathon, including those provided by a third-party. Hackathon Resources include any such resources provided by The Fintech Open Source Foundation (“**FINOS**”).

1.5 “**Materials**” means software (including machine images), code, data, text, audio, video, images, protocols, frameworks, schema, models, databases, algorithms, compilations, information, works of authorship, applications or other content or materials. Materials include, without limitation, AI/ML algorithms, models, weights, methodologies, training data, fine-tuning data and other input data and AI/ML outputs.

1.6 “**Participant Background IP**” means all Materials, including, all intellectual property rights therein, made, conceived, developed or created by or for Participant, which are either: (i) existing prior to the Effective Date, or (ii) brought into existence on or after the Effective Date other than in the course of Participant’s participation in the Hackathon.

1.7 “**Participant Materials**” means any Materials that Participant uses during the Hackathon or makes, conceives, develops or creates, on or after the Effective Date in connection with the Hackathon, including Participant Background IP and Developed Software.

1.8 “**Participant Solution**” means each solution directed to a Hackathon use case made, developed or created by Participant during the Hackathon, including any Developed Software and Participant Background IP that are incorporated therein.

2. **Hackathon Resources.** During the term of the Hackathon, Participant may access and use Hackathon Resources solely in connection with its participation in the Hackathon. Participant acknowledges and agrees that its right to use Hackathon Resources may be subject to Participant satisfying requirements imposed by a third-party provider, including complying with separate terms and conditions and/or paying separate fees and charges. Participant is solely responsible for complying with all applicable terms, paying any separate fees and satisfying all technical requirements of the applicable third-party provider. DTCC is not responsible for, and makes no representations or warranties, with respect to any aspects of the Hackathon Resources, including that the Hackathon Resources will be free of viruses, worms, or other malicious code.

3. **Participant Responsibilities.** If Participant uses its own equipment or environment during the Hackathon, Participant will be solely responsible for such equipment and environment, including protecting it from security threats, malicious code or unauthorized access. During the Hackathon, Participant shall use only publicly available data or data that is anonymized and/or aggregated such that it does not include, and cannot be reverse engineered to reveal, any confidential information, personally identifiable information or production data, including data identifying real financial transactions. Upon request, Participant shall provide appropriate confirmation that Participant has the right to use any Participant Materials during the Hackathon. Participant is solely responsible for maintaining back-ups of all Participant Materials and any other computer files used by Participant in connection with the Hackathon. Participant shall ensure that its employees, officers, directors or other representatives who are participating in the Hackathon (“**Representatives**”) comply with these Terms and the rules of the Hackathon and shall be responsible for all actions or omissions of its Representatives. DTCC shall have no obligation to provide any technical or other support to Participant or its Representatives. Participant will comply with all laws and regulations applicable to its participation in the Hackathon.

4. **AWS DevX Environment.** Participant may elect to use the Amazon Web Services, LLC (AWS) development environment (“**DevX Environment**”) provided by DTCC during the Hackathon. Participant acknowledges that the DevX Environment constitutes a Hackathon Resource. As a condition to using the DevX Environment, Participant must agree to the DevX Environment terms and conditions available (“**DevX Environment Terms**”). By using the DevX Environment, Participant agrees to be bound by the DevX Terms.

5. **Intellectual Property.**

5.1 Participant represents and warrants that it owns, or is duly licensed to use, all intellectual property included in the Participant Materials and Participant Solutions, and that the Participant Materials and Participant Solutions do not infringe, misappropriate or violate any third party rights, including any intellectual property rights.

5.2 Participant shall retain all right, title and interest, including all intellectual property rights, in and to the Participant Background IP, Participant Materials, Developed Software and Participant Solutions, subject to the licenses granted by Participant pursuant to Section 5.3 and 5.4. If Participant is part of a team with other participants, the team is wholly responsible for determining ownership of any intellectual property rights in the Participant Solutions.

5.3 Participant grants to DTCC a limited, royalty-free, non-exclusive, irrevocable license, for the term of the Hackathon, to use, store, copy, publicly display and exploit the Participant Solutions for the purposes of evaluating, testing, judging and demonstrating the Participant Solutions. Participant further represents and warrants that DTCC’s use of the Participant Solutions in accordance with these Terms does not infringe or violate any third-party rights, including any intellectual property rights.

5.4 By no later than 30 days after the end of the Hackathon, Participant will review the Participants Solutions to identify any Developed Software. After such review, Participant shall promptly publish such Developed Software under the Apache License, Version 2.0, or such other open-source license as is required by FINOS and, upon request, upload such Developed Software to FINOS’ GitHub account.

5.5 Participant acknowledges and agrees that there is no obligation of confidentiality on the part of DTCC or any other participants in the Hackathon, including with respect to ideas or solutions shared by Participant during the Hackathon.

6. **Prizes.** DTCC may award prizes to Hackathon participants in its sole discretion. DTCC has no obligation to award prizes and will have no liability in respect of any decisions relating thereto. DTCC will have no responsibility for any taxes that Participant is required to pay in relation to any prize.

7. **Limitation of Liability and Disclaimer.** To the fullest extent permitted by law, DTCC, its affiliates and third party providers disclaim any and all representations and warranties, express or implied, with respect to the Hackathon Resources, including, without limitation, warranties of accuracy, completeness, timeliness, merchantability, non-infringement or fitness for a particular purpose. The Hackathon Resources are provided on an “as is” basis and Participant’s use of the Hackathon Resources and participation in the Hackathon is entirely at Participant’s own risk. In no event will DTCC, its affiliates or third party providers be liable for any direct, indirect, incidental, special, punitive or consequential or similar damages even if advised of the possibility of such damages. DTCC shall not be liable for any claims against Participant by any third parties.

8. **Indemnification.** To the fullest extent permitted by law, Participant will indemnify and hold harmless DTCC, its affiliates and third-party providers and their respective directors, officers, managers, employees, agents, and consultants from and against, any and all losses, liabilities, damages, fines, penalties, deficiencies, costs or expenses, including the reasonable fees and expenses of attorneys or other experts and professional advisers incurred, sustained or suffered as a result of a claim brought by a third-party arising from or relating to: (i) Participant’s breach of these Terms or any separate terms imposed by a third-party provider of Hackathon Resources, or (ii) any alleged or actual infringement, misappropriation or violation of any third-party rights, including intellectual property rights, by Participant’s Solutions or the use of Participant’s Solutions by DTCC as authorized by these Terms.

9. **Publicity and Promotion.** Participant will not issue any press release, newsletter, email, promotional material or any other public communication regarding the Hackathon or its participation in the Hackathon without DTCC’s prior, written approval. Participant agrees that DTCC may, without notice to or consent of Participant, issue a press release, newsletter, email, promotional material or public communication (including via social media or DTCC’s website) regarding the Hackathon, including identifying Participant and its Representatives as participants. DTCC may include, without limitation, photos, audio or visual recordings of, and statements made by, Participant or its Representatives. Participant represents and warrants that it has obtained permission from each of its Representatives to grant DTCC the authorizations set forth in this Section. Neither party will use the other party’s trademarks, trade dress, logos or service marks, for any purpose, including in any promotional or marketing materials, without the prior, written consent of the other party.

10. **Termination.** Participant and/or Participant’s team’s right to participate in the Hackathon may be terminated, with or without notice to Participant, if, in DTCC’s sole discretion, Participant, its Representatives or teammates: (i) breach any these Terms or any third-party provider terms or (ii) violate any of the Hackathon rules. These Terms shall commence on the Effective Date and terminate upon the end of the Hackathon, provided, however, that the following provision shall survive termination: Sections 5.4, 7, 8, 9, 10 and 11.

11. **Miscellaneous.** These Terms shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflicts of laws principles thereof. Each party irrevocably submits to the exclusive jurisdiction of the courts of the United States District Court for the Southern District of New York or any court of the State of New York located in the County of New York in any action or proceeding arising from or relating to these Terms or Participant’s participation in the Hackathon. These Terms may be amended, modified or supplemented only by a written instrument executed and delivered by both parties. If any provision of these Terms is held illegal, invalid or unenforceable for any reason, that provision shall be enforced to the maximum extent permissible, and the

other provisions of these Terms shall remain in full force and effect. If Participant is participating as a representative of a company, academic institution or other organization, the individual accepting these Terms represents and warrants it has the requisite authority to act on behalf of, and to bind, the company, institution or organization to these Terms.

If you have any questions regarding the Terms, please contact aiindiahackathon@dtcc.com.