OFFICIAL RULES: VETSINTECH PITCH CONTEST 2024

The following rules, terms and conditions ("***Official Rules***") govern your entry to and participation in the VetsinTech Pitch Contest ("***Contest***"). Your participation and submission of a contest entry constitutes your acceptance of these Official Rules.

NO PURCHASE OR PAYMENT NECESSARY IS TO ENTER THE CONTEST. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE CONTEST IS SUBJECT TO ALL APPLICABLE LAWS AND VOID WHERE PROHIBITED.

1. SPONSOR. The Sponsor of the Contest is VetsinTech, a California non-profit corporation ("***VetsinTech***" or "***Sponsor***"), located at 88 King Street, Ste 703, San Francisco, CA 94107, United States. VetsinTech receives no direct financial benefit from its administration of the Contest, and is conducting the Contest solely to further VetsinTech's mission to promote technology entrepreneurship in the community of U.S. military veterans.

2. DATES AND TIMELINE. VetsinTech's computer will be the Contest's official clock, and all times are provided in Pacific Time.

Contest Submission Period: 5 pm PT, July 1, 2024 to 11:59 pm PT, August 30, 2024

Judging Period: Between September 1, 2024 and September 27, 2024.

- September 6, 2024 – Selection of up to 10 Semi-Finalists.
- September 13, 2024 – Selection of the 5 Finalists.
- September 27, 2024 – Live Pitch (in-person) and Winner Announced.

3. ELIGIBILITY.

3.1 Eligible Startup. The Contest is only open to companies in any U.S. state (with such entities competing in the Contest a "***Startup***"), subject to the confirmation of Sponsor in its sole discretion. In order to participate in the Contest, all Startups must be: (a) in good standing and in compliance with all applicable laws, regulations, rules, statutes and ordinances (collectively "***Laws***") in each jurisdiction in which they were formed or are operating; and (b) permitted by the Laws of each such jurisdiction to enter and compete in the Contest. In addition, to be eligible to enter the Contest, Startup must, as of the entry date: (i) have raised less than $3 million USD in cash funding; (ii) Startup must be at least 15% Veteran or Military Spouse Owned, and (iii) meet the additional requirements in Section 5 below of these Official Rules.

3.2 Eligible Representative. Startup must appoint and authorize an individual (the "***Representative***") to act and enter the Contest on its behalf. The Representative must be: (a) 18 years or older as of the date of the entry; (b) be above the age of majority in the state or jurisdiction where the Representative resides at the time of entry; and (c) be a current holder of Startup's equity securities and a founder, director, officer, or manager of Startup. The designation of such an individual shall mean the Representative has been given and has full authority to bind Startup as to all matters and representations pertinent to these Official Rules and Startup's participation in this Contest.

By submitting an entry to the Contest, you represent and warrant that you are the Representative authorized to act on behalf of your Startup and that these rules are binding on you, individually, and/or on your Startup. You warrant that your Startup has full knowledge of your actions and has consented thereto, including the potential receipt of a Prize. You further warrant that your actions

do not violate your employer's or any company's policies and procedures, including but not limited to the policies and procedures of Startup.

3.3 Ineligible Entities. System integrators and professional services firms (collectively, "***Managed Service Providers***"), including subsidiaries of Managed Service Providers are not eligible to enter the Contest. Employees of VetsinTech, the Contest Judges, and each of their respective directors, officers, affiliates, subsidiaries, advertising and promotion agencies, suppliers, representatives, agents, immediate family members and/or those living in the same household of each are not eligible to participate in the Contest. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute in its sole discretion at any time during the Contest Submission Period.

Startups are not eligible to participate if they are managed or majority owned by individuals who: (a) are currently employed by VetsinTech, or were employed as of July 1, 2024; (b) are immediate family (spouse, parents, siblings, or children) or household members of any of the employees or former employees listed in Section 3.3(a); (c) are a Contest Judge (as defined below) or immediate family (spouse, parents, siblings, or children) or household members of a Contest Judge; (d) are current employees of an entity in which Sponsor or the Contest Judges has invested and holds an ownership interest; (e) are professionally involved in the development or administration of this Contest; or (f) are residents of, or domiciled in, Brazil, Quebec, or any other country, state, province or territory where the laws of the United States or local law prohibits participating in a contest or receiving a prize in the Contest or a country where a prize cannot be awarded; or (g) are not an entity or a person, or officer, director or employee who is identified in the Entry (as defined below) that is on the list of prohibited entities or persons as published by the United States Treasury's Office of Foreign Assets Control.

4. HOW TO ENTER. NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, visit https://zip2.it/pitchcontest2024 (the "***Contest Site***") between 5:00:00 P.M. Pacific Time (PT) Zone in the United States on July 1, 2024 and 11:59:59 P.M. PT on August 30, 2024 (the "***Contest Submission Period***") and follow all posted instructions on how to submit their application to the contest. This information (the "***Entry***") must meet the requirements as described below.

LIMIT ONE (1) ENTRY PER REPRESENTATIVE AND/OR PER STARTUP. Subsequent entries will be disqualified and will not be considered. All entries must be received by Sponsor by the close of the Submission Period. Entries are void if they are in whole or part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. All Entries will be deemed made by the authorized account holder of the email address submitted at the time of entry, and the potential winner may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email address for the domain and must be the designated Representative of Startup.

5. REQUIREMENTS.

5.1 Entry. In addition to the requirements in Section 3 above, the Representative and Startup's Entry must include the following: a complete company profile, including name, email address, phone number, and location of Startup; Startup's URL (if any); a brief description of Startup's business plan and founders; and any other information requested in the application form. Once submitted the entry cannot be changed or updated. **Entries submitted outside of the Contest Submission Period are invalid and will not be considered. Incomplete Entries also are invalid and will not be considered. Entries cannot be acknowledged and will not be returned. The Sponsor is not responsible for any errors, omissions or**

failures in submission of any Entry or in Startup not maintaining accurate contact information during the Contest Submission Period.

5.2 Language. All Entries and submission materials, including any oral presentations, must be in English.

6. ADDITIONAL REQUIREMENTS FOR ENTRIES. By submitting an Entry, Startup represents and warrants that the Entry and submission materials and any presentations are original, not copied, in whole or in part, and are exclusively owned and gratuitously provided without any restriction or limitation on use, do not contain any intellectual property of any other person or entity, do not contain any confidential or proprietary information of any entity or person, including Startup, and do not contain any material that violates any privacy or publicity right of any person, do not reflect any duty of attribution, or any compensation obligation. Further, each Entry, submission materials and presentations shall not contain any content that would violate any law, statute, ordinance, rule or regulation, or any agreement with another person or entity. No entry or submission materials shall contain software viruses, Trojan horses, worms, time bombs, bots, or any other computer code or files that are designed to disrupt damage, impact, or limit the functioning of any software or hardware in any way. Startup agrees to indemnify, defend, and otherwise hold the Sponsor harmless, including for attorneys' fees, if any claims are made, including any claims of any third-party rights in the Entry and submission materials, or any portion thereof, and presentations, or if the entry, submission materials and presentations violate any law, policy or any other limitation on use as set out above or otherwise.

7. VERIFICATION. During the Submission Period, the Sponsor, its agents and/or the Contest Judges (as defined below) will evaluate the Entry and submission materials for Startup's compliance with the Official Rules and that the Entry and submission materials meet the Requirements for the Entry and submission materials to be judged in this Contest. The Sponsor reserves the right, in its sole discretion, to disqualify any Entry and submission materials that it ascertains at any time do not meet the Requirements and these Official Rules during or after the Contest Submission Period. Sponsor further reserves the right before awarding any prize to have Startup through its Representative execute a Declaration (or Affidavit) of Compliance and agreement with the Official Rules, compliance with all applicable laws, and/or confirmation of eligibility, the publicity release and the copyright license in connection with any Round of the Contest.

8. RIGHTS.

8.1 Intellectual Property. Subject to the licenses described below, any applicable intellectual property rights to an Entry, submission materials and presentations will be owned by and remain with Startup.

8.2 Sponsor Rights. By entering the Contest, Startup grants to the Sponsor and any other third parties acting on the Sponsor's behalf, a royalty-free, non-exclusive, worldwide license to display publicly and use for promotional and other purposes the Entry, submission materials and presentations in perpetuity without further consideration or payment of any type. This license includes, but is not limited to, posting or linking to the Entry on Sponsor's and partners' websites and applications, including the Contest Site, and displaying and promoting the Entry in any other media, worldwide, including publication of the name, description, images, video URL, website URL, and team members.

8.3 Freedom to Operate. Each Startup represents and warrants that the Sponsor and its partners are free to use the Entry in the manner described above, as provided or as modified by the Sponsor, without obtaining permission or license from any third party and without any compensation to Startup.

9. JUDGING. Eligible Entries will be evaluated by a panel of judges qualified in assessing start-up business plans, selected by the Sponsor for each Round as specified below (the "***Contest Judges***"). Contest Judges will be external industry specialists or employees of venture capital firms. Contest Judges will not include employees of the Sponsor. Judging will take place in one or more assessments with one or more panels of Contest Judges, at the discretion of the Sponsor. All decisions of the Contest Judges and Sponsor are final, non-appealable, and binding, and in their sole discretion applying the criteria to the Entries. By participating in this Contest, each Startup agrees it has no right to request, and Sponsor has no obligation to disclose, the score or assessment given to its Entry at any time in any Round of the Contest or in the entirety of the Contest.

10. CRITERIA AND SELECTION.

10.1 Round 1 Criteria. Evaluation by Contest Judges of all eligible Entries to select up to 10 semi-finalists. Contest Judges in Round 1 will score Entries according to the criteria set forth in Exhibit A hereto (collectively, "Round 1 Criteria"). These Round 1 Criteria shall be judged equally. Up to ten semi-finalists, who will be evaluated and designated to proceed to Round 2. Final 5, shall be notified on or about September 13, 2024 for presenting in-person on September 27, 2024 in San Francisco, CA.

10.2 Round 2 Criteria. Up to two (2) executives representing each of the 5 semi-finalists will present their final business pitch, in-person (San Francisco, CA) at the VetsinTech's Pitch Contest Event, on September 27, 2024. Each finalist will be required to give a presentation of up to five (5) minutes and answer follow-up questions for up to ten (10) minutes. Contest Judges for Round 2 may include employees of the Sponsor, and/or external industry specialists or employees of venture capital firms, private equity funds, angel investors, or similarly qualified individuals, and they will evaluate finalists based on Round 1 Criteria, and the oral presentations given by Startup. Contest Judges will provide their evaluations to Sponsor who will based on the evaluations of the Contest Judges verify the Entries and determine in its sole discretion the winners per Sections 11.2, 11.3 and 11.4 below (each a "Winner").

11. CONTEST PRIZES.

11.1 All Entrants. All eligible Representatives will receive a VetsinTech branded gift ("***Entry Gift***"). The total approximate retail value of each Entry Gift is approximately $50 USD.

11.2 3rd Place Prize. One semi-finalist will receive $5,000 USD.

11.3 2nd Place Prize. One semi-finalist will receive $10,000 USD.

11.4 1st Place Prize. The winner will receive $25,000.

11.5 Non-Transferable. All prizes listed in Sections 11.2, 11.3 and 11.4 (each a "***Prize***") must be used for Startup's working capital and product development and may not be paid as a "bonus" to any service provider of Startup. No prize is transferable or assignable to any other person or entity. Sponsor reserves the right to substitute any Prize with another prize of equal or lesser value if the advertised Prize is not available.

12. PRIVACY. Sponsor may collect personal data from and about a Startup and its Representative online, including without limitation, through the Entry, submission materials and presentations in accordance with the privacy policy applicable to the Contest website, and as otherwise described in these Official Rules. By participating in the Contest, Startup and its Representative each expressly agree to the collection and use of personal information submitted, and that of Startup's officers, directors, managers and employees or

representatives participating directly or indirectly in the Contest, consistent with the privacy policy of the Contest website, in connection with the activities of Sponsor in promoting and administering the Contest, and in regards to any activities of the Sponsor in connection with its business related to the Contest.

13. GENERAL CONDITIONS.

By entering the Contest, Startup agrees that these Official Rules are the controlling rules for the Contest and Startup agrees to be bound exclusively by these Official Rules and the decisions of Sponsor.

Sponsor is not responsible for lost, late, incomplete, or misdirected entries; lost, interrupted or unavailable network, server or other connections; miscommunications, computer or software malfunctions; transmission problems; technical failures; garbled transmissions; damage to user's software or transmission devices; or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise that may occur in connection with the Contest.

If for any reason, the Contest is not capable of proceeding as planned for reasons outside the control of Sponsor, including due to any Coronavirus restrictions or other limitations, which in the sole discretion of Sponsor, may impact the administration, security, fairness, integrity or proper conduct of the Contest (or any portion thereof), Sponsor reserves the right, to cancel, terminate, modify, or suspend the Contest (or a portion thereof) and, in that event, the Sponsor shall have no further obligation to any Startup or Representative.

Sponsor also reserves the right in its sole discretion to disqualify any Startup if it or its Representative or other individuals associated with it, are found to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest, or any website maintained or operated by Sponsor; (b) using any robotic, macro, automatic programmed or like type of entry methods; (c) violating these Official Rules; or (d) engaging in unethical, inappropriate or disruptive action or conduct, or taking any action inconsistent with the Official Rules, the fairness of the Contest and the reputation of VetsinTech.

Any failure to enforce any terms of these Official Rules will not constitute a waiver of that provision or bar Sponsor from enforcing that term subsequently in connection with the Contest. The headings in these Official Rules are inserted for convenience and identification only, and are not intended to describe, interpret, define or limit the scope or intent of these Official Rules for the Contest. By submitting an entry, each Startup waives any right it may have to claim ambiguity of these Official Rules or any advantage or any impact on interpretation of these Official Rules that may arise from any such ambiguity claim. These Official Rules shall be construed by Sponsor in its sole discretion, its decisions shall be binding and final.

14. WARRANTIES. By entering this Contest, each Startup represents and warrants that its participation complies with these Official Rules and that it has sufficient rights to: (1) authorize the publication and dissemination of the Entry, submission materials and presentations; and (2) allow Sponsor to use and to authorize others to use, publish and disseminate the Entry, submission materials and presentations. Further, each Startup is entirely responsible for its Entry, submission materials and presentations, in whole or in part, if: (a) determined to be defamatory, offensive or otherwise inappropriate; (b) determined to violate any laws, rules or regulations; (c) determined to be infringing, or constitute a misappropriation of any intellectual property rights or confidential or proprietary information of any third party; or (d) determined to violate these Official Rules. Each Entry, and all submission materials and presentations must be true and accurate and in compliance with these Official Rules in all regards. No Startup shall seek the assistance of any officer, director, advisor, contractor, or employee of VetsinTech or any of the Contest Judges apart from these Official Rules and the Contest to attempt to gain any advantage. At any time, Sponsor at is sole

discretion, reserves the right to remove the Entry, submission materials and presentations from the Contest website, in whole or in part, for any violation of these Official Rules.

15. PUBLICITY AND LICENSE GRANT. Except where prohibited by law, by submitting an Entry, each Startup expressly consents for Sponsor in its sole discretion to use the name, logos, service marks and trademarks, if any, of Startup and the name of its Representative and key team members, the country location, photo or likeness, and/or the background of Startup and that of the Representative and key team members, and the Entry, submission materials and presentations, in whole or in part, in connection with the Contest and the business of Sponsor, in any form of media, now known or hereafter created, worldwide, without further permission, payment, or any other consideration.

16. INTELLECTUAL PROPERTY OF SPONSOR. You agree that nothing in these Official Rules or in any other statements made in connection with the Contest grants to any Startup the right to use or license any intellectual property of Sponsor. Startup shall not use the name, trademarks, service marks, logos, any copyrighted material or any other intellectual property of Sponsor without the express written consent of Sponsor, which Sponsor may withhold in its sole discretion. Further, Sponsor retains all rights, including media rights, to promote the Contest and the background and story of the Contest, including any Startup's participation in the Contest in its sole discretion.

17. NO OBLIGATION OF PROGRAM ENTITIES RE: SUBMISSION MATERIALS. Each Startup acknowledges that third parties may submit information to Sponsor separate from the Contest that may contain information, ideas, concepts, and approaches similar to, or the same as, those any Startup submits or submitted to the Contest, and that Sponsor may already be working on information, ideas, concepts, and approaches similar to, or the same as, those Startup submits or submitted to the Contest. By entering, each Startup acknowledges and agrees that the Sponsor's actions with respect to another entry or work of its own or of any third party, even if similar to, or the same as, Startup's entry, will not create any liability of any kind to Sponsor, or any other persons or entities involved in the Contest, including, without limitation, any other Startup. Each Startup also acknowledges and agrees that participation in the Contest, receipt of a Prize and/or designation as a Winner does not create any obligation on the part of the Sponsor to promote, use in any way, or to take any further action regarding the Entry, submission materials or presentations of Startup or Startup's involvement in the Contest apart from these Official Rules.

RELEASE AND LIMITATION OF LIABILITY.

EACH STARTUP AND REPRESENTATIVE HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES AND FOREVER DISCHARGES VETSINTECH, EACH OF THEIR RESPECTIVE AFFILIATES, EACH OF THEIR AND THEIR AFFILIATES' RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, MANAGERS, PARTNERS, AGENTS, SECURITYHOLDERS, ATTORNEYS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, RELATED ENTITIES, ASSIGNS OR THE LIKE AND ANY PERSONS ACTING BY, THROUGH, UNDER OR IN CONCERT WITH ANY OF THEM (COLLECTIVELY, THE "***RELEASED PARTIES***"), FROM ANY AND ALL CLAIMS, SUITS, DEMANDS, CAUSES OF ACTION, CONTRACTS, COVENANTS, OBLIGATIONS, DEBTS, COSTS, EXPENSES, ATTORNEYS' FEES AND LIABILITIES, OF WHATEVER KIND OR NATURE, IN LAW OR IN EQUITY, BY STATUTE OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN, VESTED OR CONTINGENT, SUSPECTED OR UNSUSPECTED, AND WHETHER OR NOT CONCEALED OR HIDDEN, WHICH HAVE EXISTED OR MAY HAVE EXISTED, OR WHICH DO EXIST, AT ANY TIME UP TO AND INCLUDING THE DATE IN WHICH PRIZES ARE SCHEDULED TO BE AWARDED, RELATING TO, ARISING OUT OF OR IN CONNECTION WITH THE CONTEST (THE "***RELEASED MATTERS***"). EACH STARTUP AND REPRESENTATIVE, ON BEHALF OF ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS, TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY COVENANTS TO REFRAIN FROM, DIRECTLY OR INDIRECTLY, ASSERTING ANY CLAIM, OR COMMENCING, INSTITUTING OR CAUSING TO BE COMMENCED, ANY ACTION, PROCEEDING, CHARGE, COMPLAINT, OR INVESTIGATION OF ANY KIND AGAINST ANY OF THE RELEASED PARTIES, IN ANY FORUM WHATSOEVER (INCLUDING ANY ADMINISTRATIVE AGENCY), THAT ARISES OUT OF, RELATES TO, OR IS IN CONNECTION WITH, ANY OF THE RELEASED MATTERS. EACH STARTUP AND REPRESENTATIVE ACKNOWLEDGES AND AGREES THAT IT IS FAMILIAR WITH SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA ("***SECTION 1542***"), WHICH PROVIDES AS FOLLOWS:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

EACH STARTUP AND REPRESENTATIVE, ON BEHALF OF ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY WAIVES AND RELINQUISHES ANY RIGHTS AND BENEFITS THAT IT MAY HAVE UNDER SECTION 1542 OR ANY SIMILAR STATUTE OR COMMON LAW PRINCIPLE OF ANY JURISDICTION.

BY ENTERING THE PROGRAM, EACH STARTUP (ON BEHALF OF ITSELF, ITS OFFICERS, DIRECTORS, MANAGERS, MEMBERS, STOCKHOLDERS, EMPLOYEES, CONSULTANTS AND ANY OTHER REPRESENTATIVES), AGREES AND ACKNOWLEDGES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE CONTEST, INCLUDING AS APPLICABLE ANY PRIZE AWARD, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, SETTLEMENTS, AND AWARDS WILL BE LIMITED TO REASONABLE, ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED $1,000 USD, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY STARTUP (ON BEHALF OF ITSELF, ITS OFFICERS, DIRECTORS, MANAGERS, MEMBERS, STOCKHOLDERS, EMPLOYEES, CONSULTANTS AND ANY OTHER REPRESENTATIVES) BE PERMITTED TO OBTAIN ANY AWARD FOR, AND HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHT TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY OTHER TYPE OF DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET THIRD PARTY EXPENSES ACTUALLY INCURRED (IF ANY) NOT TO EXCEED $1,000 USD, OR ANY RIGHT TO HAVE ANY DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) EACH STARTUP (ON BEHALF OF ITSELF ITS OFFICERS, DIRECTORS, MANAGERS, MEMBERS, STOCKHOLDERS, EMPLOYEES, CONSULTANTS AND ANY OTHER REPRESENTATIVES) IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

18. ADDITIONAL TERMS.

18.1 Indemnification. By entering the Contest, each Startup agrees to defend, indemnify, release, and hold the Sponsor and each of their related entities and persons (including but not limited to Contest Judges, and any person involved in administering the Contest) harmless against any and all claims against

the Sponsor (including but not limited to Contest Judges, and any person involved in administering the Contest) resulting from or in connection with your breach of any of the representations, warranties or obligations of Startup specified in these Official Rules, including claims related to, in connection with, or arising from the Entry, submission materials or presentations (including, without limitation, third party claims of infringement of intellectual property), the use and publication of the Entry, submission materials or presentations, the Contest, travel or other activities relating to, or arising from, the Contest, and any Prize received.

18.2 Assumption of Risk. Each Startup assumes any and all risks associated with the posting and use of the Entry, submission materials, and presentations, travel and activities arising from or in connection with the Contest, and expressly waives and releases any and all claims or causes of action against the Sponsor, their officers, employees, representatives, and agents for any and all injury and damage of any nature whatsoever (whether existing or thereafter, whether direct, indirect, or consequential, and whether foreseeable or not), arising from the Entry, submission materials and presentations, including but not limited to the ideas submitted to the Contest, and any travel or other activities arising from or in connection with the Contest.

INDEMNIFICATION. YOU AGREE TO INDEMNIFY AND HOLD THE SPONSOR (AND CONTEST JUDGES, AND ANY OTHER PERSONS ADMINISTERING THE CONTEST) AND EACH OF THEIR EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, AFFILIATES, DIRECTORS, EMPLOYEES, OFFICERS, MANAGERS, AND SHAREHOLDERS (THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY DAMAGE, LOSS, COST, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) INCURRED IN CONNECTION WITH ANY THIRD-PARTY CLAIM, DEMAND, OR ACTION ("***CLAIM***") BROUGHT OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES, ALLEGING FACTS OR CIRCUMSTANCES THAT WOULD CONSTITUTE A BREACH OF ANY PROVISION OF THE THESE OFFICIAL RULES BY STARTUP; ARISING FROM, RELATED TO, OR CONNECTED WITH YOUR ENTRY, SUBMISSION MATERIALS, PRESENTATIONS AND PARTICIPATION IN ANY WAY IN ANY ASPECT OF THE CONTEST, INCLUDING RECEIPT OF ANY PRIZE. IF YOU ARE OBLIGATED TO PROVIDE INDEMNIFICATION PURSUANT TO THIS PROVISION, SPONSOR MAY, IN THE SPONSOR'S SOLE DISCRETION, CONTROL THE DISPOSITION OF ANY CLAIM AT YOUR SOLE COST AND EXPENSE. WITHOUT LIMITATION OF THE FOREGOING, YOU MAY NOT SETTLE, COMPROMISE, OR IN ANY OTHER MANNER DISPOSE OF ANY CLAIM WITHOUT THE SPONSOR'S EXPRESS WRITTEN CONSENT.

19. GOVERNING LAW AND JURISDICTIONS. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules and/or the rights and obligations of each Startup, and of any related or authorized individual or entity of Startup, or the rights and obligations of the Sponsor, Contest Judges and anyone involved in administering the Contest will be exclusively governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other country or jurisdiction. Any litigation arising out of, in connection with, or relating to these Official Rules must be filed and pursued exclusively in the State or Federal courts in San Francisco, California, and each Startup participating in this Contest, and any related person or entity, consents to the jurisdiction of and venue in the State or Federal Courts in San Francisco, California.

EXHIBIT A

JUDGING CRITERIA

1. **Innovation:**
   How would you rate the innovation of this product/service?
2. **Potential:**
   How would you rate the potential and scalability of this product/service?
3. **Traction:**
   Is the product/service launched and does it have users or customers?
4. **Team/People:**
   Does the team have diverse and expert members, founders, board members and/or advisors?