

AMAZON PICKING CHALLENGE AGREEMENT

THIS PICKING CHALLENGE AGREEMENT (the “**Agreement**”), dated [] (“**Effective Date**”), is made by and between Amazon Corporate LLC (“**Amazon**”) and [] (“**you**” or “**Team Member**”). Team Member is part of [] together with

(each a “**Team Member**”, and collectively the “**Team**”). All individuals, aged 18 or above, or entities that wish to participate must both register as members of a team and enter into an agreement with Amazon in the form of this Agreement. The Team must designate a team leader (“**Team Leader**”) who is a registered individual Team Member of the Team. You must include this information on Appendix 1 to this Agreement (Additional Information). If there is discrepancy about who the Team Leader is, Amazon will select a Team Leader for the Team from its registered members, in its sole discretion. The date on which the Team registered will be considered to be the date on which the first Team Member on the team executed this Agreement. A Team is comprised of one or more Team Members. When used herein the term “**Team**” refers to both the Team, as well as each of its Team Members, jointly and severally.

WHEREAS, the Institute of Electrical and Electronics Engineers (“**IEEE**”) is scheduled to produce the International Conference on Robotics and Automation (“**ICRA**”) on May 26-30, 2015 in Seattle, Washington (the “**Event**”). Amazon is sponsoring a robotics challenge for this Event (“**Amazon Picking Challenge**” or “**Challenge**”), which is intended to advance the state of the art in robot design, perception, motion coordination, grasping, and manipulation in industrial settings. In order to gain access to the Event and participate in the Challenge, each Team Member must be registered to attend the Event (or have some other agreement with the ICRA that allows such person access to the Event venue). This Agreement sets forth the terms and conditions pursuant to which the Team may qualify and participate in the Amazon Picking Challenge hosted at the Event.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Team Member whose signature is below and Amazon, intending to be legally bound, agree as follows:

1. SELECTION & PRIZE

The winners of the Challenge will be selected by a panel of judges, selected by Amazon in its sole discretion, based on criteria and rules established by Amazon and made available to the Team. Amazon will grant a monetary award to the winning team(s), if any. The total available prize money is twenty-six thousand U.S. dollars (USD \$26,000), subject to any withholdings required by Section 2 hereof, which will be distributed to the winning teams, if any, as follows, in Amazon’s sole discretion:

- \$20,000 First Place
- \$5,000 Second Place
- \$1,000 Third Place

(each, a “**Prize**”).

If fewer than three teams eligible for a Prize participate, or if there are fewer than three selected winners, the remainder of the available prize money will not be distributed. Amazon reserves the right not to award any

Prizes at all, if none of the team meet the minimum requirements for a Prize. The relevant Prize will be distributed to the Team Leader listed for the winning team. The Team Leader is responsible for dividing the Prize money amongst the other Team Members. The Prize will be awarded no later than sixty (60) days after receipt by Amazon of correct payment information (including any associated required documentation) and documentation sufficient to Amazon, in Amazon's sole discretion, showing the Team has placed its Challenge results and any intellectual property created in preparation for and during the course of participation in the Challenge into the public domain, or in the case of software, made available under an Approved Open-Source License, by making those results and such intellectual property publicly available and free to use by the public perpetually (see Section 8 below). Each Team Member acknowledges and agrees that Amazon shall only be obligated to make Prize payments to the Team Leader, and that any failure of the Team Leader to make payments of any kind to Team Members is the responsibility of the Team Leader, and not the responsibility of Amazon.

2. TAXES

IF YOU ARE A CHALLENGE WINNER, PAYMENT OF THE PRIZE IS SUBJECT TO THE EXPRESS REQUIREMENT THAT YOU (AND ANY OTHER TEAM MEMBER, AS MAY BE REQUESTED BY AMAZON) SUBMIT TO AMAZON ALL DOCUMENTATION REQUESTED BY AMAZON TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL, LOCAL AND FOREIGN LAWS, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL PRIZES WILL BE NET OF ANY TAXES AMAZON IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE CHALLENGE WINNERS. In order to receive a Prize, you and every Team Member on your Team must submit the tax documentation requested by Amazon or otherwise required by applicable law, to Amazon or the relevant tax authority. All Team Members of winning teams are responsible for complying with all applicable tax laws and filing requirements.

3. TRAVEL SUPPORT

Challenge participants may apply for travel support funds ("**Support**") to help cover shipping and travel expenses for the Team. Amazon has made available an aggregate total Support budget for the Challenge of USD \$45,000 (forty-five thousand United States Dollars), to be distributed to the teams in Amazon's sole discretion. Support for the Team from that budget will be determined by a panel of judges, selected by Amazon, based on review of any Support applications. More information on this can be found on the Challenge website (<http://www.amazonpickingchallenge.org>).

3. ELIGIBILITY

Participation of any Amazon Personnel as a Team Member on any Team at any time will make the Team ineligible for any Prize award. If a team elects to have one or more Amazon Personnel participate on a Team, that Team is ineligible for a Prize. For the purposes of this Agreement, "**Amazon Personnel**" is defined as any employee, temporary employee or independent contractor employed by or providing services to Amazon at any time from the date six months prior to the Team's registration until the date the Prizes are awarded.

4. INFORMATION DISCLOSURE

Amazon may request, and you shall provide, information from Team on its Challenge designs, programs, and other technical information for safety and rules compliance purposes.

5. SAFETY AND COMPLIANCE WITH LAWS

Amazon reserves the right, in its sole discretion, to eliminate any Team or individual Team Member(s) from the Challenge if the Team or Team Member poses a threat to the environment or the safety or health of self, teammates, participants, competitors, or attendees. Teams shall ensure that all equipment utilized in the Challenge is safe to use for the purposes of the Challenge. Team and each Team Member will comply with all applicable laws, ordinances, regulations, rules, orders, and other requirements (including requirements for licenses, permits, certifications and approvals) of governmental authorities having jurisdiction over it or over the Event or Contest.

6. USE OF NAMES, TRADEMARKS and INSIGNIAS; PUBLICITY

Team Members and Team may not use the name, trademark, service mark, logo, commercial symbol, or any other proprietary rights of Amazon, or its hardware or printed materials (including its materials related to the participation of Team in the Challenge) without Amazon's prior written consent. You agree that any such unauthorized use shall result in Team's elimination from participation in the Challenge.

Neither the Team nor any Team Member will issue any press release, publicity, or make any other disclosures regarding this Agreement or its terms or the nature or existence of any relationship between the parties. You and Team agree that Amazon will retain all media rights related to the story of the Challenge. You hereby grant Amazon the perpetual and unrestricted right and license to use your name and likeness (without charge, in any form or media) as may be reasonably required in connection with the media material prepared and distributed by Amazon relating in any way to the Challenge, and you hereby waive any right you may have to inspect or approve any finished product containing your image or other likeness.

7. INTELLECTUAL PROPERTY RIGHTS

It is Amazon's intention to advance the state of robotics research through this Challenge. The parties agree that all new works created by the Team (or any Team Member) in preparation for, during the course of and as a result of its participation in the Challenge will be dedicated to the public domain, or in the case of software, made available under an Approved Open-Source License. Team and each Team Member shall place their results and any associated intellectual property (including concepts, data, designs, developments, documentation, drawings, hardware, improvements, information, inventions, processes, software, techniques, technology, tools or any other intellectual property (whether produced, created or developed by Team or any Team Member, either alone or with others, and whether completed or in-progress)) created by the Team (or any Team Member) in preparation for, during the course of and as a result of its participation in the Challenge (collectively, the "**Contest Work Product**") in the public domain, or in the case of software, made available under an Approved Open-Source License, within 10 days of the Challenge winners being announced (whether or not the Team is a winner) by making those results publicly available and free to use by the public perpetually. You and Team further agree:

- (1) that any software developed during the course of the Challenge will be licensed under one of the appropriate approved open-source licenses of the Team's choosing defined in the list provided in Exhibit A ("Approved Open-Source Licenses"). If you do not select one of the Approved Open Source Licenses, the software will be deemed to be licensed under Apache2.0. You must also mark each of your and your Team's code files with the selected, Approved Open-Source License; and

- (2) to perform a public presentation and submit a written report or copy of presentation slides within 10 days of the Challenge winners being announced (whether or not the Team is a winner) for online publication describing your Challenge entry, neither of which will be used in the judging of the outcome of the contest.

Amazon reserves the right to disqualify any Team who refuses to participate in the written or oral components of the Challenge, or for failing to abide by the terms of this Agreement or any rule of the Challenge or the Event. The requirements to contribute all Work Product to the public domain, or in the case of software, made available under an Approved Open-Source License, as set forth in this Section 7, will survive any cancellation or termination of this Agreement, or disqualification or forfeiture from the Challenge, of any kind, for any reason.

8. GENERAL PROVISIONS

8.1 Team Member Representations

You hereby represent, warrant and covenant to Amazon the following: You (i) are 18 years of age or older, (ii) have the legal capacity and power to enter into and be bound by this Agreement, (iii) have carefully read this Agreement in its entirety and fully understand the meaning, intent and consequences of this Agreement, (iv) agree that any Prize will be distributed solely to the Team Leader of your Team; (v) agree that in return for the opportunity to participate in this Challenge, that you hereby do, and will waive any and all claims against Amazon, including but not limited to claims in contract and tort, related to or resulting from any and all activities arising under or from, or related to your participation as a Team Member; and (vi) agree to abide by all Agreement provisions and to submit all questions and issues to Amazon through your Team Leader. You also hereby represent, warrant and covenant to Amazon that all of the information in Appendix 1 (Additional Information) is true and correct, and you will contact Amazon in writing upon any changes to that information.

8.1 Sponsorship Limitation

Amazon's involvement with Team, Team Members and the Event is limited to the activities specified in this Agreement. Amazon is not liable to Team, any Team Member or any third party for any claims, damages, losses, or expenses of any kind arising out of the Challenge or the Event.

8.2 Indemnification

Team and Team Member will jointly and severally indemnify and hold harmless Amazon, its affiliates, and the directors, officers, employees and agents of each, from and against any and all claims, damages, liabilities, costs and expenses, including without limitation attorneys' fees and costs of litigation, arising out of or related to Team's or Team Member's participation in the Challenge or the Event (or both), including without limitation, those related to (i) death of, injury to, or illness of any person, that in any way relates to the Event; (ii) damage to or loss of any property or any other damage or loss due in whole or in part to participation in or in any way related to the Event; (iii) infringement or misappropriation of any patent, trademark, trade name, trade dress, copyright, trade secret, or other proprietary right; and (iv) Team or Team Member's acts or omissions, performance of the Challenge or participation in the Event. Team Member hereby waives, releases, and agrees to hold harmless Amazon, its affiliates, the officers, directors, employees, successors, assigns, and agents of Amazon and its affiliates from any and all claims or liability of any nature arising from or related to Team

Member's participation in the Challenge or Event, including but not limited to injury or death, or damage to or destruction of any property.

8.3 Limitation of Liability

AMAZON AND ITS AFFILIATES ARE NOT LIABLE TO TEAM OR ANY TEAM MEMBER UNDER ANY CIRCUMSTANCE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR OPPORTUNITIES. FURTHER, AMAZON'S (INCLUDING ITS AFFILIATES') AGGREGATE LIABILITY TO TEAM OR ANY TEAM MEMBER ARISING OUT OF OR IN CONNECTION WITH THIS EVENT WILL NOT EXCEED ONE THOUSAND UNITED STATES DOLLARS (\$1000.00).

8.4 Care of Amazon's Property

You and Team agree to take reasonable care of all materials and samples provided by Amazon and shall return all such materials to Amazon immediately upon completion of the Challenge. If Amazon's materials are not returned in good working order, you will be billed by Amazon for the cost to replace such materials.

8.5 Additional Rules

Amazon may, in its sole and absolute discretion, implement such additional rules or requirements, as it deems appropriate in connection with the Challenge (including, but not limited to, by including such rules on the Challenge website (<http://www.amazonpickingchallenge.org>)). Failure to adopt or follow such additional rules or requirements shall be grounds to terminate a Team and any or all Team Members from the Challenge, and Amazon reserves the right to do so in its sole discretion.

8.6 Delay, Cancellation or Termination

You and Team acknowledges that circumstances may arise that require the Challenge to be delayed for a period of time or indefinitely, or cancelled or terminated. Such delay or cancellation, and/or the termination of the Challenge or this Agreement, shall be within the full discretion of Amazon, and Team and each Team Member accept any and all risk of damage or loss due to such delay, cancellation, and/or termination.

8.7 Acceptance and Removal

Upon the mutual execution of this Agreement, Amazon accepts Team Member to participate in the Challenge. Amazon has the right to eliminate Team from the Challenge at any time for any reason, including for Team's or any Team Member's failure to strictly abide by any term of this Agreement. Removal of the Team from participating in the Challenge eliminates the possibility of Team winning the Challenge. Team agrees to abide by a decision for removal made by Amazon, without contest of any form, legal recourse, or any other action of protest of the decision. Team remains bound by the terms of Section 7 hereof in the case of such removal.

8.8 Covenant Not to Sue.

You and Team on behalf of yourselves and your successors, affiliates, officers, directors, shareholders, employees, assigns and any other person claiming by, through, under or in concert with you, unconditionally and irrevocably covenants that you will not assert against Amazon or its affiliates, officers, directors, shareholders, employees, or assigns a claim of direct or indirect patent infringement, or infringement of any other proprietary right that you or Team may hold, arising from the making/manufacture, reproduction, preparation of derivative works, sale, offer for sale, import, export, use, public display or performance, distribution or other disposal of the Contest Work Product. Also, you and Team expressly waive any right to seek, obtain or enforce any injunction to directly or indirectly prevent or interfere with Amazon's direct or indirect making/manufacture, reproduction, preparation of derivative works, sale, offer for sale, import, export, use, public display or performance, distribution or other disposal of Contest Work Product.

9. Miscellaneous

- a) No waiver of any breach of any provision of the Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. The failure of either party to enforce or delay in enforcing rights hereunder shall not be deemed a waiver or modification of this Agreement. In the event that any term or provision of this Agreement shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof in any case, and the parties agree thereafter to use their best efforts to substitute a provision of similar intent and effect (and if such a replacement provision cannot be agreed upon, the invalidity or unenforceability of the provision in question will not affect the validity or enforceability of any other provision or this Agreement as a whole).
- b) You and Team shall comply with all applicable laws, rules and regulations governing your performance under this Agreement.
- c) Headings herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.
- d) This Agreement may not be assigned by you or Team or without the prior written consent of Amazon. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- e) The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity.
- f) Any provision that by its nature is intended to survive termination or expiration of this Agreement shall survive.
- g) Each party shall each be solely responsible for the conduct of its respective representatives in connection with the performance of its obligations hereunder.
- h) This Agreement shall be deemed made in and shall be construed in accordance with and governed by the laws of the State of Washington. You and Team irrevocably submit to venue and exclusive personal jurisdiction in the federal and state courts in Seattle, King County, Washington, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.
- i) This Agreement, together with any additional rules Amazon makes available to Team, represents the full and complete understanding and agreement between the parties regarding their relationship and the

Challenge. It merges and supersedes all previous Agreement or agreements, oral or written, express or implied including related communications and representations.

Team Member and Amazon have caused the Agreement and its attached exhibits to be executed as of the Effective Date.

Amazon

Amazon Corporate LLC

By:

Name:

Title:

Date:

Primary Contact for the Challenge:

Email:

Phone:

Team Member

By:

Name:

Title:

Date:

Email:

Phone:

EXHIBIT A
APPROVED OPEN SOURCE LICENSES

- Academic Free License v. 3.0
- Apache v.2.0
- BSD Licenses (including New BSD, 2-clause BSD and 3-clause BSD licenses)
- Creative Commons Attribution 3.0
- The MIT License (including the X11, ISC and ICU licenses)
- Python Software Foundation License v 2.1.1

**APPENDIX 1
ADDITIONAL INFORMATION**

Affiliated Institution or Company:

Team Leader (Name/email):

I intend to bring my own system

I am supported by one of the robot vendors:

Yaskawa

Fanuc

ABB

I intend to use one of the shared platforms provided by a robot manufacturer:

Baxter Research Robot

Universal Robots (UR5/10)

PR2

* Note that this does not guarantee the availability of the robot to your team. It will be the responsibility of the team to coordinate with the robot manufacturers to ensure that the platform is available and appropriately configured for their needs.

Please briefly describe any modifications you want to make to the default platform, such as adding a custom end-effector or sensors.