

TERMS AND CONDITIONS

OFFICIAL RULES:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY PRIOR TO ENTRY. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND UNITED STATES TERRITORIES, AGES 13 AND OLDER. VOID WHERE PROHIBITED BY LAW.

By entering this code-a-thon (the “Competition”), you agree that your participation will be governed by, and you shall abide by, all of the following terms and conditions (the “Terms and Conditions”) outlined herein below:

1. Mission: The goal of the Competition is to design and prototype an app that supports the collection and communication of health care data about key diseases and behaviors.

2. Eligibility: The Competition is open only to individuals who are 13 years of age or older as of the date of entry and who are legal residents of one of the fifty (50) states of the United States or the District of Columbia or the U.S. Territories or have current student or work US Visas. Any entrant from the age of 13-18 must get parental consent to enter the Competition. They must bring a completed Parental Consent Form to the event. The following are not eligible to enter or win the Competition: employees, officers, directors and contractors of the Sponsors and/or any member of their immediate family (*i.e.*, a spouse, parent, grandparent, child or grandchild) or household of any of the foregoing individuals.

3. Entries by Teams: Entries may be submitted either by individuals or by groups of individuals (each a “Team”). If an entry will be submitted by a Team, each member of the Team must satisfy the eligibility requirements set forth in Paragraph 2 above. Each Team must designate a single member of the Team who will serve as the Team’s sole representative for communications and all other purposes in connection with the Competition (the “Team Leader”). All agreements, consents, representations and warranties made or given by a Team Leader herein or otherwise in connection with the Competition will be binding upon all members of the pertinent Team as if made by each such member. A team form will be provided to collect Team name, lead/co-lead, and

Team members. HTF will collect these forms by the end of the day one of the Competition.

4. Competition Period: The entry period for the Competition begins at 9:00 a.m. Pacific Daylight Time (PDT) on May 10, 2014, 2014 and ends at 3:00 p.m. PDT on May 11, 2014 (the “Entry Period”).

5. How to Register: Registration and Participation is FREE. Register is closed.

6. Competition Guidelines: At the competition, each individual or Team that submits a Submission (each an “Applicant”) must retain a copy of the Submission. Sponsors are not responsible for, and each Applicant specifically releases Sponsors from any claims or liability relating to, any loss or damage to the Applicant’s Submission.

All Submissions must comply with the following Content Restrictions:

The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity, copyright, trademark, patent, or intellectual property- or property- related rights. The Submission must not contain material that is inappropriate, indecent, obscene hateful, defamatory, slanderous or libelous; The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age. The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

By entering, each Applicant represents and warrants that (a) the Applicant’s Submission and all components thereof, including all ideas, creative elements and any other materials and information contained in the Submission are wholly original with the Applicant, (b) no person or entity has collaborated with Applicant in creating the Submission, provided any material or information for inclusion in the Submission, or has any ownership rights in and to the Submission or any component thereof (note: an Applicant that is a Team warrants and represents that no person who is not a Team member collaborated with the Applicant, provided any material or information, or has any ownership rights in and to the Submission), (c) Applicant has the exclusive, unconditional right and authority to submit the Submission and to grant the rights set forth herein, and (d) the Applicant’s Submission complies with these Official Rules in full. Submissions must not contain any

material that Sponsors, in their sole discretion, deem inappropriate for public viewing and/or determine is contrary to its mission or reputation. Sponsors reserve the right in their discretion to disqualify and/or not accept any Submission that Sponsors determine does not or is likely not to comply with these guidelines, to make such changes to any Submission as are necessary to make it compliant, or to require the Applicant to do so.

7. Judging: Judging of the Competition will proceed as follows: a panel of judges comprised of Sponsors and industry leaders and consultants will review all Submissions to identify those that are complete and otherwise appear preliminarily to satisfy the entry requirements set forth herein. Submissions which appear complete and satisfy the entry requirements will be judged based on the Judging Criteria. These entrants will be deemed qualified (“Qualified Entrant”). A jury of judges comprised both of Sponsors’ designees and industry leaders selected by Sponsors will score all submissions that qualified based on the Judging Criteria. Decisions of the judges are final and may not be objected to or challenged by Applicants.

8. Winner Notification and Verification for the Competition: Sponsors will notify the potential Winners on the day of the Competition. In order to qualify as a Winner, each Applicant (a) must be available in attendance at the Competition, (b) must present to the Panelists at the competition (and in the event of a Team, at least one member of the Team must be so available), and (c) must agree that if selected as a Winner, the Applicant will incubate its Submission (in order to develop clinical work-flow, regulatory protocols, test-results, usability, design effectiveness and methodologies, etc.) at a facility or location affiliated with and selected by the Sponsors, such as the San Francisco Department of Public Health Innovation HUB, or at an alternate location with the express prior written consent of the Sponsors, for a period of no less than twelve months.

9. Awards: (a) All income taxes and any other applicable taxes on each award are the sole responsibility of the recipient. An IRS form 1099 will be issued, if required by law. Awards consist only of items expressly specified herein. Any costs or expenses associated with the acceptance or use of any award (including, without limitation, additional transportation, meals, gratuities and incidentals) are the responsibility of the recipient. No substitution, cash redemption or transfer of right to receive any award will be allowed, except at sole discretion of Sponsors. Sponsors reserve the right to substitute

an alternate award. (b) The total monetary awards consist of up to US \$20,000.00, awarded in the form of checks or another payment method selected by Sponsors. All awards are and shall remain at discretion of the Sponsors and may be revised or withdrawn at any time, without notice, prior to commencement of the Competition. In the event that the Award Winner is a Team, the Team Leader shall receive and be solely responsible for the Award on behalf of the Team unless all members of the participating team agree to distribution of funds to each individual member separately. Sponsors will have no responsibility for allocation of funds received as part of the Award among Team members. The first place Winner shall receive his/her/its prize money over a phased-in schedule: 25% awarded on May 20, 2014 at the HTF San Francisco conference, 25% after the first week of HUB incubation, 25% after three months' HUB incubation, and the final 25% after successful completion of the full six-month HUB program.

10. Grant of Rights: By entering, each Applicant grants to Sponsors and their designees the irrevocable, royalty-free right to publish, disseminate and use the Applicant's name, likeness and biographical information (and in the event of a Team, the name, likeness and biographical information each member of said Team) without further notice or consideration, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, in connection with the execution and promotion of the Competition and the promotion of Sponsors and its activities.

In addition, by entering, each Applicant grants to Sponsors and their designees a nonexclusive, irrevocable, royalty-free license to reproduce, exploit, adapt, use and display worldwide, in perpetuity, throughout the world, in all media and formats now known or hereafter invented, information about the Submission and the Project and all non-proprietary components thereof, including without limitation posting information about the Submission and/or the Project on the Site (or such other Sponsor designated on-line environment), in connection with the execution and promotion of the Competition and the promotion of Sponsors and their activities, without further notice or compensation.

Neither Health Technology Forum nor the code-a-thon Sponsor shall be responsible for mediating disputes that may arise relating to intellectual property ownership. Notwithstanding the foregoing, each Applicant agrees, as a condition of submitting a Submission,

that each Sponsoring hospital shall be granted a fully paid-up, irrevocable and non-transferable license to use the product/services etc., where the HUB must be willing to be a reference account included in a Winning Submission.

11. Equity Grant: Each Applicant agrees, as a condition of submitting a Submission, that Health Technology Forum Corp. shall be issued an option to purchase up to 2% of Applicant's common stock or membership units, as applicable, at a price no greater than fair market value as of the date of the Competition, on terms generally applicable to technology start-up ventures, in the event the Applicant is selected as a Winner. HTF shall provide the Winning Teams with demo opportunities at its May 20, 2014 San Francisco conference, marketing exposure in connection therewith, HUB facilitation and project management services, strategic advice and introductions to potential partners, financiers and funding sources.

12. Disputes: These Terms and Conditions shall be governed by and interpreted under the laws of the State of California without regard to conflicts of laws provisions. Applicant hereby agrees that any and all disputes claims, causes of action or controversies arising out of or in connection with the Competition or these Terms and Conditions shall be resolved individually, and without resort to class action, exclusively by a state or federal court located in San Francisco, California. By entering, each Applicant irrevocably waives any right to seek and/or obtain rescission, equitable and/or injunctive relief.

13. Representations & Warranties: Applicant represents and warrants that he/she: (a) has the right to make a Submission as contemplated here under without the need of any consent of any third party; (b) will abide by these Terms and Conditions and all applicable laws and regulations; (c) if Applicant is a Team Leader, that Applicant has the full right and authority to make the Submission and to agree to accept and abide by these Terms and Conditions on behalf of the Team, and that each Team member will abide by these Terms and Conditions; and (d) Applicant is under no obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict making a Submission or becoming a Winner.

14. Indemnity: By submitting an entry, each Applicant (including each Team member, with respect to Applicants who are Teams) agrees to indemnify, hold harmless and

defend sponsors, affiliates, subsidiaries, successors and assigns, and each of their trustees, officers, employees and agents (all of the foregoing, the “Sponsor Parties”), from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney’s fees arising from or in connection with the Applicant’s participation, any use by Sponsors Parties of the Applicant’s Submission and/or the exercise by Sponsor of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Applicant’s Submission. Notwithstanding anything herein to the contrary, in the event of any claim by a third party affecting or relating to the Submission, Sponsors shall have, in addition to any other rights available to it, at law or in equity, the right to immediately revoke any award. Sponsor Parties may include, without limitation, the California HealthCare Foundation.

15. DISCLAIMER: NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL ANY OF THE SPONSOR PARTIES BE LIABLE TO APPLICANT OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF REVENUES, LOST PROFITS, LOST CAPITAL OR OVERHEAD, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT SPONSOR PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Release of Claims: By submitting an entry, each Applicant (including each Team member, with respect to Applicants who are Teams) releases each of the Sponsor Parties from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney’s fees arising from or in connection with the Applicant’s participation in this competition, any use by Sponsors of the Applicant’s Submission and/or the exercise by Sponsors of any rights granted to it herein, including without limitation claims based on rights of privacy, rights of publicity, false light, defamation, copyright, patent and/or trademark infringement relating to the Applicant’s Submission and claims for injury, loss or damage of any kind resulting from the Applicant’s participation in this competition or acceptance or use of any award.

17. Limitation on Exploitation of Materials: Each Applicant acknowledges that each of the Sponsor Parties may have engaged and continue to engage in the development, production, acquisition and dissemination of materials that may be similar or identical to the Applicant's Project or Submission. The Sponsor Parties may use information about the Applicant's Project or Submission in whole or in part, without any payment or other obligation whatsoever to the Applicant, if the Applicant's Project or Submission (a) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (b) has been made public by anyone at the time of its submission to Sponsors or otherwise is in the public domain, (c) would be freely usable by a third person if it had not been accepted as a Submission, or (d) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that has been independently created by either Sponsor or any third party. Acceptance by Sponsors of a Submission is not an admission by Sponsors of the novelty or originality of the Submission.

18. General Terms: All federal, state and local laws and regulations apply. Sponsors reserve the right at their sole discretion to disqualify any individual who violates these Terms and Conditions, tampers with the entry process or acts in a way that would, in any way, discredit or harm the reputation of Sponsors. Sponsors may cancel, modify or suspend this competition should entrant fraud or misconduct or other causes beyond the control of Sponsors corrupt the administration, integrity, security or proper operation of the competition. Without limitation of the foregoing, Sponsors reserve the right to terminate, modify or suspend this competition due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; failure of technical facilities; failure of essential production, or technical personnel to appear or be available; or other cause beyond its control. Sponsors are not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, mis-delivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the submission, transmission, processing or judging of entries, including without limitation any malfunctions or failures of computer hardware, computer software, networks or telephone equipment or any technical problems or traffic congestion on the Internet or at any website or any combination thereof. Caution: Any attempt by an entrant

to deliberately damage any Web site or undermine the legitimate operation of the competition is a violation of criminal and civil laws and should such an attempt be made, Sponsors reserve the right to seek damages from any such entrant to the fullest extent of the law. Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the competition, or in the announcement of the award.

These Terms and Conditions set forth the entire agreement and understanding between Sponsors and Applicant concerning the subject matter hereof and merges and supersede all prior discussions, agreements and understandings of any kind between them.

Notwithstanding anything contained herein to the contrary, Sponsors reserve the right, in their sole discretion, at any future time to terminate, modify or suspend the competition for any reason, in Sponsor's sole discretion. All notices shall be in writing and shall be delivered to Applicant in accordance with instructions contained herein. Applicant shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Sponsor's failure to enforce any Terms of these Terms and Conditions shall not constitute a waiver of any provision contained herein. The titles of Sections of these Terms and Conditions are for convenience only and shall not be given any legal effect. The word "including" is used in these Terms and Conditions to mean "including but not limited to."