

Terms of Service – Mars City Design

EXHIBIT A STANDARD TERMS AND CONDITIONS

Team acknowledges and agrees that Mars City Design LLC (MCT) and the Competition sponsors, administrators, and prize fulfillment companies (including, without limitation, incubators and VCs), and each of the foregoing entities' officers, directors, employees, sponsors, workmen, judges, and their employers, vendors, servants, independent contractors, representatives and invitees, and agents (collectively, the "Released Parties") will not be liable for any losses, liabilities, damages (including, without limitation, personal injury or property damage), or claims, or any related costs and expenses (including, without limitation, legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties) ("Losses") arising from, related to, or connected in any way with any loss or personal injury, including, without limitation, death, sustained by Team, any Team Member, any partner or affiliate of Team, any Team sponsor, or any person or entity claiming on behalf of Team, arising from, relating to, or connected in any way with Team's participation in the Competition, even in the event of negligence or fault of any of the Released Parties, whether such negligence is present at the execution of this Agreement or arising in the future. Team assumes full responsibility for any Losses which may occur to Team, any Team Member, any partner or affiliate of Team, any Team sponsor, or any person or entity claiming on behalf of Team, arising from, relating to, or connected in any way with Team's participation in the Competition. Team hereby releases and waives all of the Released Parties from any claims alleging Losses, whether existing now or arising in the future that in any way relate to the Released Parties' execution or duties under this Agreement.

1.2 WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542

The releases in this Agreement are intended to be, and are, full, complete, and general releases with respect to all claims, demands, causes of action, defenses, and other matters described above, or any other theory, cause of action, occurrence, matter or thing which might give rise to liability, related to or arising out of any and all acts, omissions, or events occurring prior to the date of this Agreement.

Team and all Team Members acknowledge that he, she, or it is familiar with Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

With respect to those claims being released hereunder, each of the parties acknowledges that he, she, or it is releasing unknown claims and waives all rights he, she, or it has or may have under California Civil Code Section 1542 or any other statute or common law principle of similar effect. Each of the

parties acknowledges that he, she, or it may hereafter discover claims or facts in addition to or different from those now known or believed to exist with respect to the subject matter of the claims being released pursuant hereto, and which, if known or suspected at the time of entering into the Agreement, may have materially affected this Agreement. Nevertheless, each of the parties hereby waives any right, claim(s), or cause of action that might arise as a result of such different or additional claim(s) or facts. Each of the parties acknowledges and understands the significance and consequence of such release and such specific waiver of California Civil Code Section 1542.

1.3 NO LIABILITY

Team agrees that MCT and its affiliates and Competition sponsors, administrators, and prize fulfillment companies, (including, without limitation, incubators and VCs) will not be held liable for any Losses that accrue or may accrue to Team, any Team Member, any partner or affiliate of Team, any Team sponsor, or any person or entity claiming on behalf of Team, arising in any way from Team's participation in the Competition.

2 INDIVIDUAL TEAM MEMBER RELEASE AND WAIVER

2.1 DEFINITION

"Team Member" means an individual, third party consultant, or contractor employed by or otherwise engaged by Team as a material participant in Team's effort to win the Competition. For purposes of this Agreement, the term "material participant" means any individual or entity who makes any contribution of significance to Team's efforts to win the Competition, as determined by MCT in its sole discretion.

Team Members include without limitation: (i) contributors of any pre-existing or developed Intellectual Property to Team; (ii) individuals or entities involved in the design, development, testing, or launch of the Craft; and (iii) any individual having a management, supervisory, or other leadership role within Team.

Team Members do not include: (i) investors, donors, and sponsors who make only financial contributions to Team, (ii) suppliers of off-the-shelf parts and hardware, or (iii) customers of a Team.

Except as provided herein, Team Members must be over the age of majority in their jurisdiction of residence in order to be eligible to participate. MCT may, in its sole discretion, disqualify, or suspend Team if any Team Member is below the age of majority in his/her jurisdiction of residence, unless he or she supplies consent from a parent or legal guardian.

2.2 TEAM MEMBER WAIVER