

**MICROSOFT AI4E DATA LABELING GRANT AGREEMENT**

This Microsoft AI4E Data Labeling Grant Agreement (“**Agreement**”) is between Microsoft Corporation or one of its Affiliates, depending on location (“**Microsoft**,” “**we**,” “**us**,” or “**our**”), and the party named below (“**Grantee**” or “**you**”). An “**Affiliate**” is any legal entity that owns, is owned by, or is commonly owned with a party. “**Own**” means having more than 50% ownership or the right to direct the management of the entity.

**Addresses and contacts for notices**

Microsoft	Grantee
Name: Microsoft Corporation	Name: Grantee type: <input checked="" type="checkbox"/> Nonprofit <input type="checkbox"/> For profit
Address: One Microsoft Way Redmond, WA 98052 USA	Address:
Primary Contact: Bonnie Lei	Primary Contact:
Phone: XXX-XXX-XXXX	Phone:
Email: XXX@microsoft.com	Email:

Effective Date:	July 9, 2019
Term:	From the Effective Date until [July 9, 2020]

**Agreed and accepted**

Microsoft	Grantee
Signature:	Signature:
Name: Josh Henretig	Name:
Title: Senior Director, AI for Earth	Title:
Email: XXX@microsoft.com	Email:

Revised: June 2019

## 1. Purpose

Welcome! AI for Earth is a new Microsoft program aimed at empowering people and organizations to solve global environmental challenges by increasing access to AI tools and educational opportunities, while accelerating innovation. Data labeling is an critical part of the AI development process. We are excited to provide funding to you for your data labeling project.

## 2. Payment and Use of Funds

Microsoft will pay \$XX,XXX USD in one installment to Grantee after July 9, 2019 (referred to herein as the “**Grant Funds**”). Grantee certifies that it will use the Grant Funds in furtherance of the data labeling project described in Grantee’s Application. The Grant Funds may not be used for any other purpose or program. Otherwise, each party will bear its own costs and expenses in connection with this Agreement.

## 3. Deliverables and Timeframe

“Grantee Data” means XXXXXXXXXXXXXXX. Microsoft reserves the right to obtain a copy of the Grantee Data under the terms of this Agreement.

## 4. Intellectual Property Rights; License

You grant to Microsoft a non-exclusive, non-transferable, worldwide, perpetual, royalty-free, fully paid-up license (the “**License**”) to: (a) make, use, copy, edit, format, modify and publish the Grantee Data solely for the Purpose; and (b) incorporate learnings derived from use of the Grantee Data for the Purpose.

“**Purpose**” means sharing information, including on Microsoft’s open data library at <http://lila.science/> (“**Open Data Library**”), for the development of artificial intelligence tools and products for Microsoft’s AI for Earth program.

Grantee owns all rights to the Grantee Data, including IP rights if applicable. “**IP rights**” means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, including copyrights, trade secrets, trademarks and service marks, patents, inventions, designs, logos and trade dress, “moral rights,” mask works, publicity rights, and privacy rights. Grantee has all necessary rights to license the Grantee Data for the Purpose. Grantee reserves all rights not expressly granted in this Agreement. To the extent that you have IP rights in the Grantee Data, you will provide the License to Microsoft under those IP rights.

## 5. Privacy/Security

Grantee is solely responsible for ensuring compliance with all applicable federal, state or local privacy, security and data breach laws governing the collection, storage, use and/or disclosure of data from any persons or entities that may be collected, stored, used or disclosed in connection with the Grantee Data.

Grantee will ensure that the Grantee Data contains no personal data, including personally identifiable data that could be used to identify, contact, or locate an individual, or any individually identifiable health information. Grantee will obtain all necessary rights to share the Grantee Data with Microsoft.

## 6. Term and Termination; Survival

The term of this Agreement is one year, beginning on the Effective Date and automatically terminating

without notice on the expiration date set forth on the first page of this Agreement.

Microsoft may terminate this Agreement immediately upon written notice to Grantee if: (a) Grantee for any reason becomes unable to carry out the purpose of the Grant or (b) Grantee uses Grant Funds for a purpose other than those set forth in this Agreement.

The provisions of this Agreement that by their terms require performance, or have application to events that may occur, after termination or expiration of this Agreement, will survive the termination or expiration of this Agreement. For the avoidance of doubt, the License granted in Section 4 survives expiration or termination of this Agreement.

## **7. Confidentiality**

During the term, and for one year thereafter, the parties will hold in strictest confidence, and will not use or disclose to any third party, any Confidential Information of the other party. “**Confidential Information**” means all non-public information that a party designates, either in writing or orally, as being confidential, or which, under the circumstances of disclosure out to be treated as confidential. Confidential Information does not include information known to the recipient prior to the owner’s disclosure to the recipient, or information that becomes publicly available through no fault of the recipient.

## **8. Representations and Warranties**

Each party represents and warrants that: (a) it has the full power and authority to enter into this Agreement and perform its obligations under this Agreement; (b) this Agreement is a legal and valid obligation binding upon it and enforceable according to its terms; (c) its performance of activities pursuant to this Agreement will not violate any agreement or obligation between it and a third party; and (d) it will comply with all laws, statutes and regulations applicable to its activities and performance under this Agreement.

EXCEPT AS PROVIDED HEREIN, EACH PARTY DISCLAIMS ALL OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES. THIS INCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. ANY SOFTWARE, SERVICES AND/OR TECHNOLOGIES PROVIDED BY EITHER PARTY ARE PROVIDED STRICTLY “AS IS” AND “WITH ALL FAULTS” AND WITHOUT WARRANTIES OF ANY KIND.

In addition, Grantee represents and warrants that the Grantee Data does not, to the best of Grantee’s knowledge, infringe or violate any patent, copyright, trademark, trade secret or other third-party proprietary right.

## **9. Indemnification**

Grantee will indemnify, defend, and hold harmless Microsoft and its officers, directors, employees, contractors, Affiliates, and agents from any and all third party claims, suits, demands, costs, liabilities, expenses, and damages (including reasonable attorneys’ costs and fees) related to Grantee’s: (a) breach of any third party IP or other proprietary right; (b) violation of any third party’s privacy or data protection rights; (c) breach of any representation or warranty; or (c) negligent or willful acts or omissions. Microsoft may retain counsel of its choosing and participate in the defense or settlement of any claim at its sole expense. Grantee will not settle any claim on Microsoft’s behalf, or publicize the settlement, without Microsoft’s prior written consent.

## **10. Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES (INCLUDING THEIR DIRECTORS, OFFICERS AND AFFILIATES) LIMIT THEIR LIABILITY FOR ANY CLAIMS UNDER THIS AGREEMENT TO THE TOTAL VALUE OF THE GRANT. THIS LIMITATION IS SUBJECT TO THE EXCEPTIONS UNDER THIS SECTION.**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY (INCLUDING THEIR DIRECTORS, OFFICERS AND AFFILIATES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER THE PARTIES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.**

**NO LIMITATION OR EXCLUSIONS UNDER THIS SECTION WILL APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS, MISAPPROPRIATION OR VIOLATION OF THE OTHER PARTY'S IP RIGHTS, OR A PARTY'S WILLFUL MISCONDUCT.**

#### **11. Governing law; Jurisdiction**

The laws of the State of Washington govern this Agreement. If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts in King County, Washington. If not, the parties consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington. If either Microsoft or Grantee employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party may recover its reasonable attorneys' fees, costs and other expenses.

#### **12. Miscellaneous**

A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy. Grantee may not assign this Agreement without the prior written approval of Microsoft. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. The insolvency or adjudication of bankruptcy, the filing of a voluntary petition in bankruptcy, or the making of an assignment for the benefit of creditors by either party will be a material breach that results in termination of this Agreement. This Agreement is the entire agreement between the parties regarding its subject matter. It replaces all prior agreements, communications and representations between the parties regarding its subject matter. This Agreement can only be changed by an amendment signed by both parties. Notices may be provided either be electronic or physical mail. Each party may change the person to whom notices will be sent by giving notice to the other party. The parties may execute this Agreement in any number of counterparts. Each counterpart will be deemed an original and all counterparts will constitute one agreement binding on both parties. Facsimile and electronic signatures will be binding for all purposes.

Neither party has entered into this Agreement on reliance of any promise, representation or warranty not contained herein. This Agreement will be construed according to the fair intent of the language as a whole, and not for or against either party.