

Verizon Media Faculty Research and Engagement Program Agreement

This Verizon Media Faculty Research and Engagement Program Agreement (“**FREP Agreement**”) is between _____, an individual with the address set forth below (“**You**”) and Oath Inc., a Delaware corporation with offices at 701 First Avenue, Sunnyvale, CA 94089 (“**Verizon Media**”). This FREP Agreement is entered into on _____, 2014 (the “**Effective Date**”). Each of You and Verizon Media is a “**Party**” and together You and Verizon Media are the “**Parties**.”

- Verizon Media has agreed to provide funds under Verizon Media’s Faculty Research and Engagement Program in connection with Your proposed project described in Schedule A (as such project may be modified from time to time) (the “**Project**”);
- Verizon Media may additionally provide You with ideas, data, code, opportunities to discuss the Project with Verizon Media employees, and other Verizon Media resources, based on the understanding that You will adhere to the terms of this FREP Agreement;
- Your participation in the Project is voluntary; and
- This FREP Agreement sets forth the terms and conditions agreed to by You and Verizon Media regarding the Project.

For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following terms and conditions:

1. **PROJECT**

- 1.1 **Academic Works.** Subject to the restrictions on Proprietary Information set forth in Section 2.3 of this FREP Agreement, You may only use data, information, and materials (“**Data**”) provided by Verizon Media, or resulting from Data provided by Verizon Media, for the Project and for Academic Works. “**Academic Works**” means books, articles, papers, speeches, reports or presentations made for an academic purpose.
- 1.2 **Network Access.** Verizon Media may grant You access to certain of Verizon Media’s networks and to certain Data accessible through those networks. Verizon Media may provide You with a tablet, laptop, computer, or other device (“**Verizon Media Device**”). You will only use the Verizon Media Device to access Verizon Media’s networks and Data during the term of this FREP Agreement. You will not allow any third party to access the Verizon Media Device or any passwords provided by Verizon Media.
- 1.3 **Payment.** Schedule A describes payments that will be made in connection with the Project.

2. **PROPRIETARY INFORMATION**

- 2.1 **Definition.** “**Proprietary Information**” means all confidential, proprietary, trade secret, or otherwise valuable Data of Verizon Media (or any of its affiliates, vendors, licensors, customers, or users) that is received by or made accessible to You during the Project, whether prior to, on, or after the Effective Date. Proprietary Information may be marked or identified in writing as confidential or provided under circumstances reasonably indicating its confidential or proprietary nature. If You are uncertain as to whether certain Data constitutes Proprietary Information, You will seek clarification from the Verizon Media contact listed in Schedule A (the “**Verizon Media Contact**”).

- 2.2 **Exclusions. “Proprietary Information”** does not include any Data to the extent it (a) is already in the public domain; (b) becomes publicly available after disclosure to You without breach of this FREP Agreement or breach of any other confidentiality obligation; (c) was rightfully in Your possession prior to the start of the Project and was not subject to any confidentiality obligation; (d) is disclosed to You by a third party who rightfully possesses the Data without any confidentiality obligation and who did not learn of it from Verizon Media; or (e) is independently developed by You without use or reference to any Proprietary Information.
- 2.3 **Restrictions on Use of Proprietary Information.** You may not disclose, make available, submit for publication, or publish any Proprietary Information to or with any third party without the prior written authorization of the Verizon Media Contact.
- 2.4 **Personal Information.** You will maintain the confidentiality of all personal information accessed or processed in connection with the Project. You may not (a) access or process personal information other than for the purpose for which it was originally provided or (b) make any disclosures of any personal information to any third party or from one country to another country, even for the purposes of storage.

3. **INTELLECTUAL PROPERTY**

3.1 **Inventions.**

- (a) For any invention resulting from the Project, if You submit an invention disclosure form to any entity or You are named in a patent application, You must provide a copy of the invention disclosure form or a description of the invention to the Verizon Media Contact.
- (b) Neither Party will file any patent application or otherwise seek patent protection for any jointly-conceived invention without mutual written agreement by the Parties describing the rights and obligations of the Parties with respect to such invention.

3.2 **Copyrightable Works.** Prior to developing copyrightable works in connection with the Project that are not Academic Works, You will seek Verizon Media’s consent and, if requested by Verizon Media, enter into a written agreement describing the rights and obligations of the Parties with respect to such copyrightable works.

3.3 **Potential Conflicts.** To protect Verizon Media from inadvertently using restricted third party Data, You will disclose to the Verizon Media Contact any third party licenses (including open source licenses) that Verizon Media may need to obtain to engage with You on the Project or to use the results of the Project, prior to providing Verizon Media that third party Data.

4. **REPRESENTATIONS AND WARRANTIES**

- 4.1 You represent and warrant that by entering into this FREP Agreement and performing the obligations under this FREP Agreement, You have not breached, and will not breach, (a) any applicable laws or regulations, (b) any agreement with any third party (including a university), or (c) any applicable policy of a university or employer.
- 4.2 You represent and warrant that You have the right to enter into this FREP Agreement.

5. **TERM AND TERMINATION**

- 5.1 **Term and Termination.** This FREP Agreement is effective as of the Effective Date and will continue until the later of (a) the End Date in Schedule A (as such date may be extended by mutual agreement of You and Verizon Media in writing) and (b) the last date You participate in the Project. Either Party may terminate this FREP Agreement for convenience at any time by providing the other Party with five (5) days' advance written notice. The following provisions of this FREP Agreement will survive its expiration or termination for any reason: Section 1.1, 1.2 (with respect to passwords), 1.3 (with respect to payments accrued during the term of the FREP Agreement), and Sections 2 through 6.
- 5.2 **Return of Verizon Media Property.** Upon termination of this FREP Agreement, or upon any earlier request by Verizon Media, You will return or provide promptly to Verizon Media (or delete, if directed by Verizon Media) all Verizon Media property (including any Verizon Media Device) and all hard copy and electronic documents, Data, and other materials of any nature (and all copies) that exist in tangible form and contain or embody any Proprietary Information. You will work with Verizon Media to assist Verizon Media in recovering any copies of these items stored in magnetic, electronic, or optical form.

6. **MISCELLANEOUS**

- 6.1 **General Provisions.** Verizon Media may, and You may not, assign to another person or entity this FREP Agreement or any of its rights under this FREP Agreement in whole or in part. The rights granted to Verizon Media under this FREP Agreement include the right to have its rights exercised and its obligations performed by any of its affiliates. If any provision of this FREP Agreement is determined to be invalid, unenforceable, or illegal, the validity or enforceability of the other provisions will not be affected, and if possible, the provision will be construed by limiting or reducing it so as to be enforceable under applicable law. No waiver by Verizon Media of any breach or right of this FREP Agreement will be a waiver of any preceding or succeeding breach, or be construed as a waiver of any other right. Nothing in this FREP Agreement will be construed to create an employer-employee relationship between any of the Parties. The terms of this FREP Agreement are the entire and final expression of agreement with respect to its subject matter. No amendment of this FREP Agreement will be binding unless executed in writing by both Parties. This FREP Agreement is non-exclusive and nothing in this FREP Agreement will restrict Verizon Media's ability to develop or have developed products, concepts, software, systems or techniques that are similar to or compete with any contributions to the Project.
- 6.2 **Notices.** All notices and requests in connection with this FREP Agreement will be sent by electronic mail to (a) for Verizon Media, frep@VerizonMedia.com, and (b) for You, the electronic mail address set forth below. All notices sent by electronic mail will be effective upon proof of delivery. Either Party may update its contact information by providing written notice to the other Party in accordance with this Section 6.2.
- 6.3 **Governing Law and Dispute Resolution.** This FREP Agreement will be governed by and construed in accordance with the laws of the State of California, without reference to any "conflict of laws" or "choice of laws" provisions or principles. The United Nations Conventions on Contracts for the International Sale of Goods as of April 11, 1980 (or any amendment or successor thereto) will not apply to any transactions under this FREP Agreement. The federal and state courts located in Santa Clara County, California will have exclusive jurisdiction over any disputes arising

from this FREP Agreement. Prior to filing any legal claim regarding a dispute under this FREP Agreement, the Parties will seek to informally resolve the dispute.

[SIGNATURES ON NEXT PAGE]

Authorized Signatures:

Verizon Media

By:

Title:

You

Address: _____

E-mail: _____

Academic Affiliation

Position

Schedule A

Project Description

Verizon Media Contact: _____

Project Description:

Instructions: Your project proposal should serve as the Project Description. Please confirm Your project proposal is attached by stating below “Project proposal attached.”

Term of the Project:

Instructions: Insert dates below.

_____ to _____ (**“End Date”**).

Payments: _____