

Xylem Inc

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Xylem Ignite Incubator Project Application

Xylem Ignite Incubator program is intended to connect student projects with Xylem expertise, coaching, and network building to help support student projects to reach their full potential. Student projects will be selected based on the viability and potential impact of their solution and its relatability to water, availability of Xylem coaches with appropriate expertise, student expectations and commitment, and progress of project to date.

The Ignite Incubator program is not intended to provide financial support or investment in the student's project but does not preclude it; Xylem equipment and resources may also be provided.

Projects at various stages of progression may be accepted from early project development to market execution, however only projects with initial research and project plan will be accepted.

Student Application

In addition to information below, please provide the following documents. You can email the application and documents to igniteincubator@xylem.com

- Student resumes
- Outline of project scope including estimated planned timeline
- Outline of what has been completed in project to date (If papers, project submissions, demo product (if available) etc. are available, please provide)

Student Name:

Year in School:

Project Description:

Please provide answers to the following questions in 2-3 pages as attachment to your application:

1. What is the problem are you trying to solve? If your project is successful, what issue will no longer exist? (We are looking for information on the details of the issue at hand).
2. Is this project intended to be strictly research or is a product/solution with an intention to “go to market” also being developed?
3. What are the barriers to solving this problem today?
4. What is unique and novel about the solution you are proposing?
5. Who are your potential customers? What is the value proposition to your customers?

6. What are the next steps in the project and what areas do you need most support? (i.e. scientific research, marketing, product engineering, etc.)
7. Why are you interested in this problem? Tell us about your team and how long have you been working on this idea?
8. How much time will you be able to spend on the project in the next 3 months? How much time beyond then?
9. Does your project require intellectual property protection? Does it require the use of intellectual property not owned by the team? Does it require the use of Xylem intellectual property?
10. Are you working with and receiving funding from any organization (like Science Olympiad, Girls Scout group etc.)? Has this project been submitted to any science competitions or other incubator/accelerator programs? If so, what are they?

Xylem Ignite Innovation Incubator Terms of Participation

(“Terms”)

The Xylem Ignite Innovation Incubator Program (“Program”) is hosted by Xylem Inc. (“Xylem”) and is open to eligible individuals who are registered to participate (“Participant”).

1. Eligibility.

- (a) **Youth Initiative.** Xylem Ignite is a global youth initiative that seeks to build a strong network of passionate student leaders and empower them to drive real changes in the water industry. This Program is open to students between 15 and 25 years of age. The high school track is open to students enrolled in high school, secondary school, pre-university and equivalent, including those graduating in the spring or summer of 2021. The university track is open to students enrolled in college/university bachelors programs, community college, vocational schools, coding boot camps and other post-secondary schools or equivalent.
- (b) **Exclusions.**
 - a. Employees, consultants, officers and directors of Xylem, and/or the judges, along with their immediate family members (spouse, siblings, children, and parents/guardians) and those living in the same household (whether or not related) are not eligible to enter. This Program is not open to participants who are not legal residents of one of the eligible jurisdictions (those not on the embargo list) at the time of entry or who otherwise do not fall within the eligibility requirements set forth in these Terms.
 - b. Participant must not be a person residing in any country embargoed by the United States and/or subject to U.S. export controls or sanctions (including without limitation Iran, Cuba, Sudan, Syria and North Korea), or any other jurisdiction where the Program is otherwise prohibited, restricted or taxed by applicable federal, state, territorial, provincial or local laws, rules or regulations and any other country designated by the United States Treasury’s Office of Foreign Assets Control. It is Participant’s responsibility to ensure that Participant is legally eligible to enter the Program under any laws applicable to Participant in Participant’s jurisdiction of residence or otherwise.

2. Registration.

- (a) Each Participant must register individually. By registering, Participant affirms that the information submitted is complete and accurate. Participant will update such information (to the extent possible: online) without undue delay if such information changes over time. Any incorrect or incomplete information will automatically result in the application being rejected.
- (b) Registrants must provide the following information to participate: last name, first name, address, phone number, and email. This information is required for the completion of their registration.
- (c) Xylem reserves the right to deny registration to any participant in its sole discretion, in particular if the participant engages in any prohibited conduct, violates these terms, or violates any applicable laws in the access to or use of the Xylem website. Further, Xylem reserves the right to reject an application at any time if the profile of the Participant does not comply with the eligibility requirements. Xylem and its officers, directors, employees and contractors, assume no responsibility for lost, late, incomplete, inaccurate, stolen, misdirected, or illegible entries; nor for any computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions;

nor for service provider, Internet, web sites, user net accessibility or availability, traffic congestion, or unauthorized human intervention or any technical error; nor for unauthorized human intervention, human error, or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information.

3. Entry Warranty. Participant represents, warrants and agrees to produce written evidence of such if requested, that:

- (a) The submitted entry, in whole and in part (including any materials provided in connection with the entry), does not violate or infringe upon any third party rights, including proprietary or intellectual property rights such as copyrights, trademarks, patents, trade secrets, personal or moral rights, or any other rules or regulations;
- (b) Participant has all rights, licenses, permissions, and consents necessary to submit the entry and to grant all of the rights granted to Xylem in these Terms (and in any or written Agreement signed by Participant and Xylem), and the exercise thereof by Xylem and its contractors, and/or the use by them of the rights granted by Participant, in whole or in part, does not and will not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, consultation or any other fees, costs, or expenses;
- (c) The entry in whole or in part contains no malware, including without limitation viruses, trojans, worms, spyware, or any other harmful software, code, or other devices;
- (d) The entry in whole or in part contains no pornographic, sexually explicit (including nudity), defamatory, offensive, violent, discriminatory, cruel, abusive, highly sensitive, grossly harmful, harassing, invading someone else's privacy, libelous, threatening, hateful, racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever, harm minors in any way, deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature, impersonate another person, contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource, threatens the unity, integrity, defense, security or sovereignty of a jurisdiction, friendly relations with foreign states or public order or illegal content, and/or technology or other content that is prohibited from export, content of an obscene or menacing character, Programs investigation of any offense, and does not otherwise offend against reasonable standards of taste and decency; and
- (e) The entry does not contain information considered by Participant or any other third party to be confidential. Do not send any confidential or proprietary information to Xylem via the Program. Participant agrees that any information sent by Participant **will not** be considered confidential or proprietary and Participant grants Xylem an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce and distribute any such information.

4. General.

a. Modifications.

- i. Participants agree to abide by and be bound to all terms of these Terms and the decisions of Xylem and its judges, which are final and binding in all respects, as well. These Terms may be amended or varied at any time during the Program by Xylem and at Xylem's sole discretion, and Xylem will email such revised Terms to the email address provided by Participant. Participant is entitled to withdraw from the Program in case it does not agree to such revised Terms, and the license granted by Participant

in section 3 (*Entry Warranty*) will be terminated accordingly. By continuing the Program, Participant agrees to the revised Terms without any objection.

- ii. Xylem makes no representations or warranties of any kind, express or implied, regarding Participant's participation in the Program.

5. Exploitation Right and Intellectual Property.

- (a) Exploitation and property rights to prototypes developed during the Program are reserved to the Participant.
- (b) If Participant wish to assign Participant's rights, Participant shall first offer Xylem the option to acquire the rights in their prototypes for commercial use. The conditions of this assignment of rights shall be defined by way of a separate agreement between the Participant and Xylem.
- (c) During the Program, the Participants shall only use elements which are clear of any rights. Any third-party elements included in the prototype, including open source software, must be clearly identified with their version, the terms of the applicable license and any other details regarding their use.
- (d) The prototypes shall not infringe any intellectual property right or images right. The Participant warrants to Xylem that their creation does not infringe in any way any third-party rights, and that they obtained, where necessary, the authorization of any third party.
- (e) Participant expressly authorize Xylem to publish, communicate, exhibit and disclose orally, graphically or in writing, projects and prototypes presented during the Program. Participant authorizes Xylem to present all the works created on all the communication media used in support of this Program.

6. Confidentiality.

- (a) The Participant acknowledges the confidentiality of all information and documents which have been shared to Participant by Xylem throughout the Program.
- (b) During the whole duration of the Program, Participant will not directly or indirectly use or share any information with any third party, unless the Participant has obtained a written authorization to do so, delivered by Xylem beforehand. This applies to information shared with Participant by Xylem, or shared with Participant indirectly, upon entering the Program.
- (c) The Participant commits to delivering any document containing confidential information on Xylem's simple request.
- (d) This confidentiality agreement is valid for 24 months from the start of the Program.

7. Protection of Personal Data. Participant's consent to the collection and use of data is set out in the Participant Data Consent, attached and made part of these Terms

8. Limitations of Damages. In no event will Xylem and its contractors, their parents, affiliates, subsidiaries, and related companies, their advertising or promotion agencies, and/or all their respective officers, directors, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind (except for liability for death, personal injury, willful misconduct, and gross negligence in jurisdiction(s) where such liability cannot be excluded), including direct, indirect, incidental, consequential, or punitive damages arising out of participation in the Program, any materials, information or documents on or accessed through the Program, any access to, and use of, any participating internet site(s) or the downloading from and/or printing material or software downloaded from the site(s).

9. Choice of Law. These Terms and the Program shall be construed according to, and governed exclusively by, the laws of the State of New York, United States of America. Any disputes arising

under, out of, or in relation to these terms and/ or the Program shall be brought in New York City, New York, USA. As a condition of participating in this Program, Participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Program shall be resolved individually, without resort to any form of class action.

10. Entire Agreement; No waiver; No Assignment; No Participant Amendment; Severability; Survival. These Terms set out the entire agreement between the parties in relation to the Program. Xylem’s failure to enforce any provision of these Terms will not constitute a waiver or affect the rights of Xylem to require performance by Participant. These Terms may not be assigned or delegated by Participant to any third party without the prior written consent of Xylem. Participant cannot modify or amend these Terms without the prior written consent of Xylem. If any provision is found to be invalid or unenforceable, such provision will be ineffective only to the extent of such invalidity without invalidating the remaining provisions of these Terms. The provisions of these Terms that, by their nature or circumstances, are intended to survive termination or expiration will survive any such termination or expiration.

Indicate your agreement to these Terms by checking the box that applies to you and providing the information that follows:

I am the legal age of consent in the country I reside in. I have read this Data Consent carefully and I consent to its terms.

Name (*print*):

City, Country:

Date:

Signed:

The individual is under the legal age of consent in their country of residence. I am the legal parent or guardian of the minor listed below. I have read this Data Consent carefully and I consent to its terms on behalf of the minor listed below.

Name of **parent/guardian**

(*print*): _____

Name of minor

(*print*): _____

Relationship to minor:

City, Country:

Date:

Signed:

DATA CONSENT AND USE

(“Data Consent”)

This Data Consent sets out (i) the data we collect on you as part of your participation, engagement and/or involvement (together “Your Engagement”) with Xylem and its affiliates (collectively, “Xylem” or “we”), (ii) the purposes for which we would like to use your data and (iii) your rights in respect of such data.

1. You acknowledge and accept that to enable Xylem to consider, monitor and administer Your Engagement, Xylem will collect and process certain data about you including name, basic information (such as email, social media profiles, phone number, address and other information) and (where applicable) health or other special or sensitive data including race, ethnic origin and gender. The data we collect and process may be transferred out of your home country to Xylem affiliates and service providers for the purposes described in this Data Consent. If you do not agree to Xylem using your data for this purpose then you should **not** sign this Data Consent and Xylem will be entitled to end/refuse Your Engagement without further liability.
2. You understand and agree that: Xylem may from time to time use external third parties to provide and/or assisting in Your Engagement (a “Third Party”), and Xylem may pass on your data to such Third Party for the purpose of providing and/or assisting in Your Engagement.
3. In **addition** to the data collected above, Xylem may, during Your Engagement collect photographs, live stream or video that includes your image or likeness (together “Images”) and/or statements or testimonials (together “Statements”) made by you. Subject to your consent, Xylem would like to use this data to:
 - a. contact you about future Xylem events, programs, promotions and/or other opportunities, including in relation to Xylem Ignite and Xylem Watermark.
 - b. use, copy, modify, adapt, distribute, publish, exploit, exhibit and otherwise use (either in whole or in part) (together “Use”), the Images and/or Statements for commercial and business purposes in one or more film or multimedia productions; and/or on Xylem’s website and/or in any educational, advertising, marketing and promotional materials.
4. You understand and agree that: Xylem is the sole and exclusive owner of all right, title, and interest in all copyrights, and any and all other intellectual property rights, worldwide, in the Images and/or Statements and the components thereof (“Xylem’s Rights”), and you are not entitled to any compensation relating to Xylem’s Use of the same. You will take no action to challenge or object to the validity of or Xylem’s registration of Xylem’s Rights. You waive all claims you may have against Xylem in respect of its Use of the Images and/or Statements, including, but not limited to, any claims for defamation, violation of any moral or artist rights, and/or any right of privacy or publicity. You understand and agree that the Images and/or Statements may or may not contain attributions specifically identifying you or any of your property
5. The legal basis for processing your data is consent. However, we may rely on other lawful grounds to process your data; for example, if it necessary to perform or enter a contract with you. You may withdraw your consent at any time by contacting Xylem as set out below. Your withdrawal of consent will only apply on a going forward basis and it will not impact the lawfulness of any processing that occurred before your withdrawal of consent. Subject to applicable law, you have the right to request access, review, update, correction, transfer, and/or deletion of your data, and/or you have the right to

request restrictions on the processing of such data. You also have the right to lodge a complaint with the relevant data protection supervisory authority.

6. Xylem will retain your data for no longer than needed to complete the purposes described in this Data Consent.
7. You confirm you have the right to agree to this Data Consent, and you are not restricted by any commitments to any third parties with regard to the use of your Image, Statement and/or other data. You acknowledge that nothing in this Data Consent requires Xylem to make use of any of your data.

This Data Consent represents the entire agreement between Xylem and you with respect to this subject matter. This Data Consent, and all actions related to it, is governed by and construed in accordance with the laws of the State of New York, USA (excluding any conflict of laws principles); however, the data privacy laws of the country where you reside will apply.

If you have any queries about this Data Consent or wish to exercise any of your rights set out above, contact ignite@xylem.com.

Acknowledgement

Please check the box that applies to you and provide the information that follows:

<input type="checkbox"/> I agree / <input type="checkbox"/> do not agree , that Xylem can contact me about future Xylem events, programs, promotions and/or other opportunities, including in relation to Xylem Ignite and Xylem Watermark.	
<input type="checkbox"/> I agree / <input type="checkbox"/> do not agree , that Xylem can Use the Images and/or Statements for commercial and business purposes in one or more film or multimedia productions; and/or on Xylem's website and/or in any educational, advertising, marketing and promotional materials.	
<input type="checkbox"/> I am the legal age of consent in the country I reside in. I have read this Data Consent carefully and I consent to its terms. Name (<i>print</i>): _____ City, Country: _____ Date: _____ — Signed: _____	<input type="checkbox"/> The individual is under the legal age of consent in their country of residence. I am the legal parent or guardian of the minor listed below. I have read this Data Consent carefully and I consent to its terms on behalf of the minor listed below. Name of parent/guardian (<i>print</i>): _____ Name of minor (<i>print</i>): _____ Relationship to minor: _____ City, Country: _____ Date: _____ — Signed: _____