

**Samsung Electronics Co., Ltd.**  
**AXDIMM Use Case Contest**  
**Terms and Conditions**

To enter the Contest, you must agree to these terms and conditions set out in this document (the “**Terms**”). Therefore please read these Terms before entry to ensure you understand and agree. You agree that the submission of any entry into this Contest constitutes acceptance to these Terms. These Terms form a binding legal agreement between the Entrant and Samsung Electronics Co., Ltd., acting through its Memory Division (“**Samsung**”).

**Section 1. Definitions**

Unless specifically set forth to the contrary herein, the following terms shall have the meanings prescribed to them as below:

1. “**Idea**” refers to any property and idea of value, which the creator has the right to protect or may acquire the right to through a separate procedure.
2. “**Contest**” refers to AXDIMM Use Case Contest that selects and awards innovative and superior Ideas among the submissions.
3. “**Company**” refers to the host and organizer of the Contest, Samsung, and if necessary, any entity that received the rights and obligations from Samsung to operate and support the Contest.
4. “**Entrant**” refers to individuals, corporations, and organizations that submit an Idea to the Contest. Members of each Entrant shall consists of five or less individuals (including one faculty advisor) attending undergraduate/masters/doctorate program in college or graduate school in the United States or the Republic of Korea.
5. “**Participant**” refers to Entrants that have passed the Company’s assessment process and selected.

**Section 2. Purpose**

The purpose of the Terms is to establish the rights and obligations, between the Entrant and Company, of Entrant’s Idea (“Initial Idea”) and the improved and developed Idea (“Final Idea”) in the process of selecting the Participants of the Contest (the “Purpose”). When an Entrant submits the Terms along with its proposal and application to the Company, it is deemed to have agreed to the Terms.

### **Section 3. Idea Development and Improvement**

1. Entrants agree to develop and improve its Initial Idea with the Company.
2. Entrants and Company shall diligently develop and improve its Initial Idea together in accordance to the Terms and shall use their best efforts to achieve the Purpose.

### **Section 4. Eligibility Restrictions**

The individuals, corporations, and organizations that fall under any of the following are not eligible to apply to the Contest:

1. Experience winning in another contest with an identical or similar Idea;
2. Submitted false information on documents, including the application and proposal;
3. Idea is under patent dispute relating to intellectual property rights;
4. Idea infringes or may infringe on another's intellectual property rights including patent; or
5. Idea has anti-social characteristics that may cause speculation and environmental pollution etc.

### **Section 5. Attribution of Rights**

1. Entrant shall own the rights to its Initial Idea submitted during the Contest.
2. Entrant shall own the rights to its Final Idea if such Final Idea cannot be considered to have substantially developed due to the lack of improvement.
3. Company and Entrant shall jointly own the rights to its Final Idea if such Final Idea had substantial development that brought improvement to resolve new problems due to the Company's contribution; in such case, the shares of Company and Entrant's ownership will be determined upon mutual consultation.

### **Section 6. Entrant's Responsibilities**

1. In the event an Entrant's Idea is recognized as having been stolen from another's Idea or is selected by other improper means, the Company reserves the right in its absolute discretion to unilaterally revoke such Entrant's qualification and rights even after it has been selected as a Participant.
2. In the event of a plagiarism dispute or intellectual property dispute with a third party in relation to an Entrant's Idea, the Entrant shall be responsible for any civil and criminal matters that arise due to such events. Entrant must promptly notify the Company about the disputes above, as soon as it becomes aware of it, and provide timely updates.

## **Section 7. Third Party Disclosure**

1. Company agrees not to disclose information on the Ideas submitted by Entrants to a third party without the Entrant's prior consent, unless such information:
  - (a) becomes publicly available through no act or fault of Company; or
  - (b) needs to be disclosed to a third party during the process of operating, selecting and assessing the Contest (separate non-disclosure agreement will be executed with the third party).
2. Entrant shall not disclose information on its Idea submitted to Company to a third party without the Company's prior consent. If an Entrant violate this term, the Company reserves the right in its absolute discretion to unilaterally revoke such Entrant's qualification and rights even after it has been selected as a Participant, and it will be responsible for any damages suffered due to such violation.

## **Section 8. Return or Destruction of Materials**

1. Each Entrant may request the Company to withdraw its Idea from the Contest prior to the date of announcement of the final selection result of Participants. In such event, Company will either return or destroy all materials relating to the submitted Idea by the Entrant ("Materials").
2. Each Entrant has the right to request the Company to return its Materials within one (1) year after the announcement of the final selection result of Participants, in which the Company will return by an appropriate method. Any cost and expenses incurred in connection with such return shall be borne by the Entrant.
3. If the Materials in subsection 2 do not have a physical shape or are difficult to return, the Company may decide to destroy the Materials instead.
4. Except for cases when an Entrant is selected as a Participant, Company will destroy Entrant's Materials if there is no request for return pursuant to subsection 2 within one (1) year after the announcement of the final selection result of Participants.

## **Section 9. Contest Application Process**

1. The step-by-step assessment process ("Process") will be conducted only for those Entrants that have been selected in the first round.

2. Once final Participants are selected through the Process, Company will enter into a separate agreement with the Participants and discuss details involving certain amount of R&D incentive and next steps in the Process.
3. If a Participant refuses to enter into an agreement pursuant to subsection 2 or decides to voluntarily give up its qualification, the Participant will not receive any kind of R&D incentive. For the avoidance of doubt, Participants achieve the final right to receive support only if they enter into an agreement under to subsection 2.
4. Once the Final Idea is derived, the Company and Participant will assess the effect of improvement and the level of contribution of each party in accordance to Section 5-2 and 5-3, and determine the attribution of rights and distribution of shares accordingly.
5. Company may propose an industry-university cooperation relationship to Entrants even though they are not selected as Participants. In such case, the Company and Entrant will discuss and decide on whether to pursue such relationship.

#### **Section 10. Right of First Negotiation**

When the Company awards and pays prize money for an Idea, the Company shall have the right of first negotiation on the right to use or transfer the rights to such Idea owned by the Entrant, within four months from the date of payment of the prize money.

#### **Section 11. Use of Rights**

1. If an Entrant has sole right to its Idea, Company will need to enter into a separate license agreement with Entrant and mutually agree on the specific methods and procedures for granting the use of such license including cost, scope, and period.
2. Notwithstanding the foregoing, Company may utilize Ideas submitted by Entrants and related materials for the purpose of operating, selecting, developing, and assessing the Contest.
3. In the scope of use in relation to subsection 2 above, Company may use such Ideas to further the purpose of the Contest or for additional use during the process of the Contest, such as for promoting the Contest and exhibiting the winning Ideas.
4. The selected Ideas may be supplemented or modified upon prior consent by Entrant and they may be used for producing prints, exhibitions, public relations, education and press releases during the process of the Contest.

## **Section 12. Transfer of Rights**

Company will enter into a transfer agreement, in the event the Company desires to acquire the full rights or shares of Entrant's Idea, and Company and Entrant will mutually agree on the specific methods and procedure for transfer including cost and payment method.

## **Section 13. Damages**

In the event the Entrants, Participants or Company violate the obligations in the Terms, the breaching party shall be responsible for such violation and shall compensate the non-breaching party for any damages that arise.

## **Section 14. Dispute Resolution**

1. In the event of a dispute, controversy, or difference which may arise between the Company and Entrant our of or in relation to or in connection with this Term, the Company and Entrant hereby agree to first negotiate in good faith to attempt to resolve the dispute.
2. If negotiations fail to produce an agreeable resolution on the above dispute, controversy, or difference, such matter shall be finally resolved by mediation through Korea IP Protection Agency ("KOIPA") or arbitration through Korean Commercial Arbitration Board.

## **Section 15. Miscellaneous**

If there are any terms and conditions that are not prescribed in this Terms or unclear in its interpretation, it will be discussed mutually in good faith and determined, but if unsuccessful, parties agree to follow relevant law and general practices.