

Rainforest XPRIZE Success Partner Agreement
Between
XPRIZE Foundation, Inc.
And
International Union of Forest Research Organizations

This **PRIZE SUCCESS PARTNER AGREEMENT** ("Agreement") is effective as of **May, 2021** (the "Effective Date") between XPRIZE Foundation, Inc. ("XPRIZE"), a Delaware non-profit corporation with offices located at 800 Corporate Pointe, Suite 350, Culver City, California 90230, and International Union of Forest Research Organizations ("IUFRO"), a global organization with headquarters located at Marxergasse 2, A-1030 Vienna, Austria. XPRIZE and IUFRO may be referred to herein collectively as the "Parties" and individually as a "Party" to the Agreement.

WHEREAS XPRIZE is a Section 501 (c) (3) non-profit educational foundation formed to accelerate radical breakthroughs for the benefit of humanity using proactive incentive competitions;

WHEREAS XPRIZE is a global expert in developing and running large scale incentivized competitions. XPRIZE competitions identify grand challenges facing the world today, define key characteristics of potential solutions to the problem, recruit global innovators and entrepreneurs to develop solutions to solve the grand challenge(s), operate competition activities throughout the life of the prize, test, evaluate and validate the competing teams' solutions and award the winning teams (if any). The XPRIZE model radically expands the number of new ideas, innovations and solutions that are developed to resolve the problems at hand and ultimately energizes the marketplace by making what was once thought to be impossible, possible by creating new markets where they were missing, or reinvigorating stalled to stagnant markets by solving one or more market failures;

WHEREAS IUFRO is a non-profit non-governmental international network of forest scientists, which promotes global cooperation in forest-related research and enhances the understanding of the ecological, economic and social aspects of forests and trees. IUFRO is "the" global network for forest science cooperation. It unites more than 15,000 scientists in almost 700 Member Organizations in over 125 countries and is a member of ISU.

WHEREAS the Parties understand and acknowledge their respective knowledge, experience, human and technical resources in the field of innovation and are willing to advance their collaboration as set forth in this Agreement; and

NOW THEREFORE, as evidenced by the signature of their authorized representatives below, the Parties agree as follows:

1. Obligations of IUFRO and XPRIZE. XPRIZE and IUFRO shall provide the deliverables ("Deliverables"), and the services ("Services") as described in the statement of work attached to this Agreement as Exhibit A ("Statement of Work").

IUFRO and XPRIZE will explore additional opportunities to collaborate on future prize competitions pertaining to XPRIZE's domains; especially those related to forests, conservation, and climate change or which stem from the Future of Forests Impact Roadmap which, if materialized, will be added as new Statement of Work under this agreement.

2. Compensation and Payment Terms. XPRIZE and IUFRO recognize that each brings significant and equivalent value to the activities described herein and agree that no funds shall be owed or shall transfer between the Parties without a separate written agreement mutually agreed upon by the appropriate Parties.

3. Independent Contractor Relationship. The Parties are independent Contractors. No joint venture, partnership, employment, agency or similar arrangement is created between the Parties. Neither Party has the right or power to act for or on behalf of the other or to bind the other. This Agreement is non-exclusive.

4. Insurance. The Parties shall, during the term of this Agreement, obtain, keep in force and maintain insurance or equivalent programs of self-insurance in such amounts and with such types of coverage as is usual and customary to cover their respective activities in connection with the Agreement.

5. Confidentiality. Each Party ("Receiving Party"), including the Teams (as defined in Section 7 below) and IUFRO Members, may receive or be exposed to information of the other Party ("Disclosing Party") concerning the Disclosing Party's business, plans, or technology designated as confidential or, due to its nature, that the Receiving Party should know is confidential ("Confidential Information"). The Receiving Party agrees that it will not use the Confidential Information except as necessary in connection with the Services and in accordance with this Agreement. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any third party and will take reasonable precautions to protect the confidentiality of such Confidential Information. The Receiving Party shall procure that its employees, agents and subcontractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement.

6. Non-Exclusivity. It is understood that this Agreement does not confer to neither XPRIZE nor IUFRO any exclusivity regarding the Deliverables and Services referenced in this Agreement.

7. Proprietary Rights. Neither Party may use the other Party's names, trademarks and images without the other Party's prior written consent for each use. Each Party shall continue to own all intellectual property rights in its name, logo and any other intellectual property owned prior to the execution of this Agreement, and nothing herein shall be deemed to transfer copyright or trademark ownership of such intellectual property to the other Party. The XPRIZE competition teams ("Teams") will retain all right, title and other ownership interests and in all inventions, patents, patent applications, designs, copyrights, trademarks, trade secrets, software, source code, object code, processes, formulae, ideas, methods, know-how, techniques, devices, creative works, works of authorship, publications, and/or other intellectual property ("Proprietary Information") developed by Teams.

8. Anti-Corruption. Each Party hereby undertakes that, at all times in connection with and throughout the course of the Agreement and thereafter, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that each Party has taken reasonable measures to prevent subcontractors, agents or any such third Parties, subject to its control or determining influence, from doing so.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (i)

the Deliverables will perform in accordance with the Statement of Work and to the other Party's reasonable satisfaction, and the Services will be performed in a professional manner consistent with industry standards; (ii) it has the right, power and authority to enter into and perform under this Agreement, (iii) it will comply with all laws; (iv) a Party's performance under this Agreement, the Deliverables and the Services (and the other Party's use of them) will not infringe, violate, or interfere with the intellectual property or other right of any third Party; and (v) the Deliverables and Services will not be limited by third Party agreements, subject to third Party payments, and will be free from security interests, liens and encumbrances.

10. Indemnity. Each Party shall indemnify, defend and hold the other and its affiliated entities and their respective employees, directors, officers, directors, successors, attorneys, assigns, representatives and agents (the "Indemnified Parties") harmless from and against any damage, cost, loss, liability and expense (including, without limitation, reasonable attorneys' and experts' fees and costs) incurred in connection with any judicial or non-judicial third Party claim, demand or action (each, a "Claim"): (a) alleging facts or circumstances that, if true, would constitute (i) its breach of this Agreement or (ii) its negligence or willful misconduct. Neither Party may settle any Claim without the prior written consent of the other.

11. Disclaimer of Warranties. Except as otherwise provided in this Agreement, the Deliverables and Services are provided "AS IS", and each Party disclaims all representations and warranties, statutory, express or implied, including any warranties of merchantability or fitness for a particular purpose.

12. EXCLUSION OF DAMAGES; LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR SIMILAR DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE AND REGARDLESS OF THE CAUSE OF ACTION FROM WHICH THEY ARISE, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOSS OF GOODWILL OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. NOTHING IN THIS SECTION WILL LIMIT A PARTY'S LIABILITY FOR: (A) BODILY INJURY, PROPERTY DAMAGE OR DEATH, (B) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, (C) A BREACH OF CONFIDENTIALITY, OR (D) IN CONNECTION WITH ITS INDEMNIFICATION OBLIGATIONS.

13. Modifications. No modification of this Agreement shall be legally binding unless made by mutual agreement between the Parties. Any such agreement shall be annexed hereto and shall form an integral part of this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings (whether written or oral) relating to such subject matter.

14. Title, Acronym and Logos of XPRIZE. The respective title, acronym and logos of XPRIZE are the sole and exclusive property of XPRIZE, and IUFRO shall not use, and shall not permit its employees, agents or representatives to use any such title, acronym or logos without obtaining the prior written authorization from XPRIZE.

15. Title, Acronym and Logos of IUFRO. The respective title, acronym and logos of IUFRO are the sole and exclusive property of IUFRO, and XPRIZE shall not use, and shall not permit its employees, agents, representatives or Teams to use any such title, acronym or logos without obtaining the prior written authorization from IUFRO.

16. Press releases. Each Party agrees to obtain the other's prior written approval of any press

releases, public announcements, or other disclosures to a third party, related to the subject of this Agreement, with such approval not to be unreasonably withheld or delayed.

17. Settlement of Disputes: All questions or disputes between the Parties concerning the interpretation or implementation of this Agreement shall be settled by consultation and negotiation between the Parties.

18. Term and Termination. This Agreement is effective as of the Effective Date and will continue until terminated by either Party for convenience on ten (10) business days' prior written notice to the other Party. This Agreement may also be terminated in the event of a material breach that is not cured within fifteen (15) calendar days after a Party has received written notice from the non-breaching Party describing the breach. Sections 5 through 21 will survive any termination or expiration of this Agreement.

19. Notices. All notices under this Agreement shall be in writing, addressed to the address provided below or subsequently updated in writing to the other Party, and shall be deemed to have been given upon actual receipt by the other Party. Notice may be given by any reasonable means, including electronic mail.

If to XPRIZE:

XPRIZE Foundation, Inc.
800 Corporate Pointe, Suite 350
Culver City, California 90230
United States
Attn: Ose Ugochukwu, General Counsel

If to IUFRO:

International Union of Forest Research Organizations
IUFRO Secretariat, IUFRO Headquarters
Marxergasse 2,
A-1030 Vienna, Austria
Attn: Alexander Buck, Executive Director

20. Governing Law; Venue. This Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles.

21. General Provisions. Neither Party may assign its rights or delegate its duties without the prior written consent of the other Party. Subject to the foregoing, this Agreement will be binding upon each Party hereto and its successors and permitted assigns. This Agreement and each Statement of Work contains the entire understanding of the Parties and supersedes all prior and contemporaneous agreements and understandings. In the event of any conflict or inconsistency between the Statement of Work and any provision of this Agreement, the provision of this Agreement will govern. This Agreement may only be changed, or term waived in a writing signed by both parties. Except as expressly provided herein, this Agreement does not create any third-party rights whatsoever. No failure or delay by a Party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof. This Agreement will be construed as if drafted equally by both parties.

This Agreement may be signed in separate counterparts, and facsimile, electronic and/or portable document format (.pdf) signatures will be accepted as originals.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

XPRIZE FOUNDATION, INC.

INTERNATIONAL UNION OF FOREST RESEARCH ORGANIZATIONS

Signature

Signature

Full Name

Full Name

Date Signed

Date Signed

EXHIBIT A
STATEMENT OF WORK

Background

The \$10 Million Rainforest XPRIZE is a five-year global competition to enhance our understanding of the rainforest ecosystem. The competition challenges teams from around the world to develop technologies to survey rainforest biodiversity and use data to deliver insights faster, cheaper, and in unprecedented detail. Despite their importance in supporting life on Earth, Rainforests remain undervalued which has led to their rapid depletion over the last two decades. The success of this prize will provide humanity with a better understanding of the true biodiversity contained within standing Rainforests and demonstrate the value of protecting the natural resources found within them.

Teams will have a limited period of time to explore an area of rainforest and produce: (1) a biodiversity assessment of the rainforest; and (2) Insights from integrating multiple sources of data to show the value of the standing forest and inspire educators, students, policymakers, and entrepreneurs to work with local communities to live sustainably with the rainforest. Insights may include, but are not limited to, new ecological dependencies, biodiversity and climate connectivity, undiscovered threats, anthropological findings, or sustainable societal interactions with the forest.

Teams will be evaluated based on their engagement with indigenous or local communities within a rainforest, or an academic institution from one or more of the countries that contain a rainforest. Engagement may include participation as a team member, team advisor, team collaborator, etc.

The competition is structured into three rounds over 5 years. Following testing portions of the competition, additional time and resources will be committed to amplifying the impacts of the Rainforest XPRIZE.

Summary of Responsibilities

The primary purpose of this partnership is to engage in activities that will support the goals and impact strategy of the Rainforest XPRIZE competition.

The primary objectives of this partnership are to:

- Raise awareness of the competition globally to ensure a diverse geographic pool of competing teams;
- Improve the public's understanding of the true value of the biodiversity contained within rainforests globally;
- Promote the development and deployment of innovative technological solutions to key stakeholders during and after the competition to support the preservation of standing rainforests world-wide. This could happen through:
 - Media/Social Media;
 - Content sharing between both entities;
 - Conferences.

IUFRO

- Promote Rainforest XPRIZE competition across IUFRO networks, channels, and media during all phases of the competition;
- Raise public awareness of the competition and improve the public's understanding of the value of rainforests and the biodiversity contained within them;
- Provide content from key studies and identify innovative experts from the IUFRO network whom could contribute to XPRIZE's public awareness campaigns.

XPRIZE

- Promote IUFRO as an official partner including, but not limited to:
 - Display logo on Rainforest XPRIZE website;
 - Provide promotional and media opportunities when possible;
- Provide information on the Rainforest XPRIZE for IUFRO to share, including blog posts, videos and other assets;
- Utilize where feasible IUFRO's experts and content from key studies in XPRIZE's public awareness campaigns.

XPRIZE and IUFRO agree to work diligently to execute the activities outlined above. XPRIZE and IUFRO acknowledge that it may not be possible to complete all of these activities or related Deliverables within the expected timeline. XPRIZE and IUFRO will notify each other if and when this situation arises. At that time, XPRIZE and IUFRO will work together to determine a mutually agreeable resolution such as reduced scope or greater XPRIZE and/or IUFRO staff involvement. Any such change will be supported through an addendum to this Statement of Work.

Points of Contact

The points of contact for this project are as follows. These individuals own the responsibility of executing the terms and deliverables of this agreement.

XPRIZE POC:

John Greisberger
Manager, Rainforest XPRIZE
John.Greisberger@xprize.org

IUFRO POC:

Janice Burns
Thematic Networking Manager, IUFRO
burns@iufro.org