

ENGINEER FOR THE WEEK PARTICIPATION AGREEMENT

Facebook, Inc. ("Facebook," "we" or "us") offers the "Engineer For The Week" or "EFTW" program (the "Program"), an education program that aims to expose young people in the United States to computer science to generate interest in computer science careers. This Engineer For The Week Participation Agreement (the "Agreement") is a legal agreement between the entity or organization participating in the Program (the "Organization") and Facebook, and governs the Organization's participation in the Program. By accepting this Agreement (whether via an online click-through or a signed agreement or by participating in the Program) (such acceptance date, the "Effective Date"), you represent and warrant that you have the legal authority to bind the Organization to this Agreement and that you agree, on behalf of the Organization, to its terms.

- 1. Facebook's Roles and Responsibilities.** During the Term (defined below), Facebook will provide at no charge the Program to the Organization to be accessed and used at the Organization's direction by young people aged 13 and older who are currently enrolled at or engage with the Organization (the "Youth") and any authorized employees, teachers, officials, agents, or other representative of the Organization, including Facilitators (together with the Organization and Youth, the "Participants"). The Program may include: (a) use of Facebook services (the Facebook services are subject to Facebook's terms and conditions for such services (collectively, the "SRR"), including those at <https://www.facebook.com/policies>, which are separate from this Agreement); (b) Program training to educate Facilitators on how to participate in the Program; and (c) related educational offerings provided by Facebook at its sole discretion as part of the Program, which may include online Q&A events, webinars, contests, and award ceremonies (collectively, "Events") (these offerings may be subject to additional terms, which are separate from this Agreement).
- 2. Organization's Roles and Responsibilities.**
 - a. The Organization will: (i) designate an authorized adult representative of the Organization as a facilitator (each a "Facilitator") who will attend the Program training and assist the Participants in completing the Program; (ii) ensure that the Participants' use of any Facebook services incorporated in the Program complies with Facebook's SRR and the Program training; (iii) ensure that any Facebook services incorporated in the Program are only used by Participants 13 years or older, and only under the direct supervision of the Facilitator or other authorized adult representative of the Organization; (iv) before permitting an individual Youth to participate in the Program, secure from such Youth's parent or legal guardian an executed copy of the participation release in the form provided by Facebook (currently available at <https://engineerfortheweek.fb.com/wp-content/uploads/2018/02/efw-parent-consent-and-release-form.pdf>), and upon Facebook's request, provide such executed copy to Facebook; and (v) before permitting an individual Youth to participate in the Program, comply with all applicable laws for that Youth to participate in the Program.
 - b. The Organization agrees to make reasonable efforts to help Facebook improve the Program by providing feedback on the Program, including, by way of example, by filling out surveys (collectively, "Feedback"). Facebook may use such Feedback to improve the Program without obligation or compensation to the Organization or the other Participants (this last sentence survives expiration or termination of this Agreement).
 - c. Facebook may request that the Organization provide names and contact information for Youth, as well as Youths' grade level, Organization affiliation, and the city and state where the Youth are located (collectively, "Data"). Facebook may use the Data in connection with: (i) the Organization nominating particular Youth for an EFTW award; (ii) the Organization RSVP'ing Youth for a particular Event; (iii) operating, developing, analyzing, evaluating, and improving the Program; and (iv) communicating with Participants regarding the Program.
 - d. The following applies if the Family Educational Rights and Privacy Act ("FERPA") or any other federal or state educational privacy laws (together with FERPA, "Education Privacy Laws") applies to the Organization. The Organization agrees that, to the extent the Data is defined by the Organization as "directory information" for purposes of Education Privacy Laws, the Organization may share the Data with Facebook without any additional notices or consents, including under Education Privacy Laws. If any of the Data is not "directory information" for purposes of Education Privacy Laws, the Organization shall, before permitting an individual Youth to participate in the Program, comply with all applicable laws and provide such Youth's parent or legal guardian notice and obtain the verifiable consent of the Youth's parent or legal guardian for that Youth to participate in the Program and for the Youth and Organization to disclose Data to Facebook.

ENGINEER FOR THE WEEK

- e. Upon Facebook's request, the Organization will use good faith efforts to assist Facebook in distributing to, and/or securing from, Youths and their parents or legal guardians terms and conditions or other forms that are applicable to the Program (as provided by Facebook from time to time) (e.g., official rules for participating in contests).
 - f. Other than as provided in this Section 2, the Organization will be responsible for all ancillary costs and expenses resulting from its participation in the Program.
 - g. The Organization may not use or attempt to use the Program or to take any action that could harm Facebook, interfere with the operation of the Program, or use the Program in a manner that violates any laws.
3. **Voluntary Program.** The Organization acknowledges that it voluntarily elected to participate in the Program.
4. **Changes to the Program.** Facebook may add to, eliminate, or modify the features of the Program at any time in its sole discretion without any notice or liability to the Organization.
5. **Representation and Warranty; Disclaimer.**
 - a. The Organization represents and warrants that it has provided all necessary notices and has obtained all necessary rights, licenses, permissions or consents (including those required by Education Privacy Laws), and has authority under state and federal law for the Organization and the other Participants to participate in the Program.
 - b. FACEBOOK AND ITS AFFILIATES, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE "FACEBOOK PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE PROGRAM (INCLUDING THE FACEBOOK SERVICES, TRAINING, OR EVENTS). THE ORGANIZATION AND THE OTHER PARTICIPANTS PARTICIPATE IN THE PROGRAM AT THEIR OWN RISK. THE PROGRAM IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FACEBOOK DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THERE IS NO WARRANTY THAT THE PROGRAM WILL MEET THE ORGANIZATION'S OR OTHER PARTICIPANTS' NEEDS OR REQUIREMENTS. FACEBOOK DOES NOT WARRANT THAT THE PROGRAM WILL BE TIMELY, SECURE, SAFE, ACCURATE, OPERATIONAL, ERROR-FREE, COMPLETE, USEFUL, UP-TO-DATE, FREE OF VIRUSES, OR UNINTERRUPTED.
6. **Indemnification.** If anyone brings a claim against the Facebook Parties related to: (i) the Participants' actions in connection with the Program, or (ii) the Organization's failure to comply with this Agreement or any applicable laws or regulations (including Education Privacy Laws), the Organization will indemnify and hold the Facebook Parties harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. The Organization will not settle any such claim without Facebook's prior written consent.
7. **Limitation of Liability.** THE FACEBOOK PARTIES WILL NOT BE LIABLE FOR ANY LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE PROGRAM EVEN IF THE FACEBOOK PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FACEBOOK PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE PROGRAM WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100). THE PARTIES ACKNOWLEDGE THAT THE AGREEMENT WAS ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.



ENGINEER FOR THE WEEK

8. **Waiver and Release re: Third Parties.** The Facebook Parties do not endorse or control, and are not responsible for, any third parties that may be involved in the Program and/or their products and services. The Organization hereby waives and releases the Facebook Parties from any claims, damages, losses, and expenses of any kind, known and unknown, relating to, arising out of, or in any way connected with any such claims that the Organization has against any such third parties and/or their products and services. IN CONNECTION WITH THE FORGOING, THE ORGANIZATION HEREBY WAIVES ANY RIGHTS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE §1542, OR ANY OTHER SIMILAR APPLICABLE STATUTE OR LAW OF ANY OTHER JURISDICTION, WHICH SAYS THAT: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
9. **Term and Termination.** The term of this Agreement will commence on the Effective Date listed above and will continue until terminated as permitted hereunder. The parties may terminate this Agreement with or without cause, effective immediately upon providing written notice to the other party, for which email will suffice. The following provisions will survive any expiration or termination of this Agreement: Sections 2.e., and 5-12.
10. **Publicity.** The Organization agrees to be honest about its relationship with Facebook when talking to the press or other Participants. The Organization will get prior written approval from Facebook before issuing any formal press release or blog post mentioning Facebook. If the Organization wants to use Facebook's logos or brand, the Organization will follow the guidelines in the Facebook Brand Resource Center (currently at <https://en.facebookbrand.com>). Facebook may issue a press release describing its relationship with the Organization.
11. **General.** This Agreement will be governed by and construed in accordance with the laws of the State of California and the United States without regard to the conflict of laws provisions therein that would require application of the laws of another jurisdiction. Any suit or proceeding arising out of or relating to this Agreement will be brought in the federal or state courts, as applicable, in San Mateo County, California, and each party irrevocably submits to the jurisdiction and venue of such courts. The Organization will not assign any part of this Agreement without Facebook's prior written consent. Any attempted assignment by the Organization without consent will be null and void. Facebook may freely assign this Agreement. The term "including" is not intended to limit and means "including without limitation." If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights. Only an authorized representative of the Organization or Facebook has the authority on such party's behalf to waive this Agreement. Except as expressly set forth herein, this Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the parties are expressly canceled. For clarity, any use of Facebook services is subject to Facebook's SRR, and not this Agreement (even if such use is in connection with the Program) and this Agreement does not amend or supplement the SRR. Nothing herein will constitute any association, partnership or joint venture between the parties, and neither party will have the power to legally bind the other party.
12. **Updates.** We may amend this Agreement, in which case we will update the "Last Modified" date below. We may provide you notice of material amendments to this Agreement, as appropriate. Your continued participation in the Program following such amendment confirms your acceptance of our Agreement, as amended. If you do not agree to our Agreement, as amended, you must stop participating in the Program. Please review the Agreement from time to time.

Last Modified: January 30, 2018

