

InnovateDefense.net User Agreement

Version July 7, 2020

The following User Agreement (“Agreement”) governs the use of the Innovate Defense Network website and pages located at InnovateDefense.net/InnovateDefense.net (“InnovateDefense.net/InnovateDefense.net”), which are part of a United States Department of Defense initiative – the National Security Innovation Network – from the Defense Innovation Unit (“DIU”).

Please read the rules contained in this Agreement, which can be accessed at any time, carefully.

Your use of any aspect of InnovateDefense.net will constitute your consent to comply with this Agreement. If you cannot agree with these rules, please do not use InnovateDefense.net.

Please note that certain parts of InnovateDefense.net may have separate terms of use and privacy policies (“Special Rules”), which will govern your use of those parts of InnovateDefense.net. In the event that there is a conflict between the Special Rules and this Agreement or the InnovateDefense.net Privacy Policy, the Special Rules shall govern.

The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page. Continued access of InnovateDefense.net by you will constitute your acceptance of any changes or revisions to the Agreement.

Your failure to follow these rules, whether listed below or in bulletins posted at various points in the InnovateDefense.net website, may result in suspension or termination of your access to the InnovateDefense.net website, without notice.

IT IS IMPERATIVE THAT YOU ARE AWARE OF POTENTIAL SECURITY VIOLATIONS WHEN YOU ARE USING AND POSTING ON INNOVATEDEFENSE.NET. IT IS NEVER ACCEPTABLE TO POST CLASSIFIED INFORMATION, FOR OFFICIAL USE ONLY (FOUO) INFORMATION, SENSITIVE PERSONALLY IDENTIFIABLE INFORMATION, PROPRIETARY INFORMATION, PROCUREMENT SENSITIVE INFORMATION, TRADE SECRETS, LAW ENFORCEMENT SENSITIVE INFORMATION, AND OTHER PROTECTED INFORMATION ON INNOVATEDEFENSE.NET. IT IS YOUR RESPONSIBILITY TO BE AWARE OF THE CLASSIFICATION AND RELEASABILITY OF ANY INFORMATION THAT YOU POST. IF YOU ARE A UNITED STATES GOVERNMENT OR UNITED STATES DEPARTMENT OF DEFENSE EMPLOYEE AND HAVE QUESTIONS ABOUT ANY INFORMATION THAT YOU WISH TO POST ON INNOVATEDEFENSE.NET, PLEASE CONSULT YOUR SUPERVISOR OR AGENCY LEGAL COUNSEL. IF YOU ARE NOT A UNITED STATES GOVERNMENT EMPLOYEE AND HAVE QUESTIONS ABOUT ANY INFORMATION THAT YOU WISH TO POST ON INNOVATEDEFENSE.NET, PLEASE CONSULT YOUR OWN LEGAL COUNSEL.

*****Note: If you utilize INNOVATEDEFENSE.NET, you are entering into a legally binding agreement by accepting this User Agreement and our Privacy Policy.*****

Introduction

The National Security Innovation Network (“NSIN”) including the website and pages located at InnovateDefense.net (“InnovateDefense.net”), are a United States Department of Defense initiative from the Defense Innovation Unit (“DIU”). InnovateDefense.net is designed to enable innovation by supporting conversations and collaborations among our registered users (“Members”) to support dual-use innovation opportunities that benefit the development of technologies that have applications in the defense and security sectors.

Participation

Eligibility – You promise that you are eligible to enter into this Agreement and you are at least our “Minimum Age.” To use the Services, you agree that: (1) you must be the “Minimum Age” (defined below) or older; (2) you will only have one InnovateDefense.net account; and (3) you are not already restricted from using the Services. “Minimum Age” means (a) 18 years old for the People’s Republic of China, (b) 16 years old for the Netherlands, (c) 14 years old for the United States, Canada, Germany, Spain, Australia and South Korea, and (d) 13 years old for all other countries. However, if law requires that you must be older in order for InnovateDefense.net to lawfully provide the Services to you (including the collection, storage and use of your information) then the Minimum Age is such older age. The Services are not for use by anyone under the age of 13.

Membership – As a Member, you promise that you will keep your password a secret. You will not share an account with anyone else and will follow our rules and the law. As between you and others, your account belongs to you. You agree to: (1) try to choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account (e.g., connections, groups) and (4) follow the law and the terms of this Agreement. You are responsible for anything that happens through your account unless you close it or report misuse.

Notices and Service Messages – You consent to us using our InnovateDefense.net and email to provide you with important notices. Also, you agree certain additional information can be shared with us. If the contact information you provide isn't up to date, you may miss out on these notices. You agree that we may provide notices to you in the following ways: (1) a banner notice on the Services, (2) an email sent to an address you provided, or (3) through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date.

Messages and Sharing – When you share information, others can see, copy and use that information. Our Services allow messaging and sharing of information in many ways.

Information and content that you share or post may be seen by other Members. Where we have made private settings available – such as InnovateDefense.net Communities, we will honor the choices you make about who can see content or information. We are not obligated to publish any information or content on our Service and can remove it in our sole discretion, with or without notice.

Utilization

Restricted Information – All US Government, including USDOD, employee Members are bound by all applicable law, policies, directives, and guidances governing conduct on social media sites and related to the content that such Members post. Information presented on the InnovateDefense.net website is considered public information and may be distributed or copied unless otherwise specified. ***Information should not be posted that is non-public information, including but not limited to: Classified Information, For Official Use Only Information, Sensitive Personally Identifiable Information, Proprietary Information, Procurement Sensitive Information, Trade Secrets, Law Enforcement Sensitive Information; and, other protected information.***

Appropriate Utilization – Appropriate utilization of InnovateDefense.net, by you, will mean that you will comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements. In addition, you will provide accurate information to us and keep it updated and use the Services in a professional manner. Relevant lively discussion, debate, or disagreement is encouraged, but make a case for your point of view. Assume the good intentions of other Members, and treat all Members with respect. This InnovateDefense.net website is intended to promote constructive discussions.

Inappropriate Utilization – Inappropriate utilization, which provides immediate grounds for termination of your use of InnovateDefense.net means that you will not:

- Disclose information that you do not have the right to disclose (such as confidential information of others (including your employer) or non-public information of the US Government and USDOD (as noted above);
- Disclose any information that could compromise, in any manner, operational security of USDOD activities. All personnel (including families and friends of service members) have a responsibility to ensure that no information that might put our military members in jeopardy or would be of use to our adversaries is posted to websites, including InnovateDefense.net, which are readily accessible to the public. Not surprisingly, that information includes, among other things, technical information, operation plans, troop movement schedules, current and future locations of military units and ships, descriptions of overseas bases, details of weapons system, or discussions of areas frequented by service members overseas. Other information that's not as obvious but should also not be discussed in an open forum includes daily military activities and operations, equipment status, unit morale, and results of operations. Any

of these topics, if released in an open medium, have the ability to provide our adversaries opportunities to harm our military members;

- Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;
- Add any content that you do not own or have some other legal right to add;
- Add content that is not intended for, or inaccurate for, a designated field;
- Misrepresent your current or previous positions and qualifications;
- Misrepresent your affiliations with a person or entity, past or present;
- Misrepresent your identity;
- Create a Member profile for anyone other than yourself (a real person);
- Use or attempt to use another Member's account;
- Harass, abuse or harm another person;
- Send spam or other unwelcomed communications to others;
- Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
- Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- Violate the intellectual property or other rights of InnovateDefense.net;
- Post any unsolicited messages or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unauthorized solicitation;
- Post anything that contains software viruses, worms, or any other harmful code;
- Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;
- Create profiles or provide content that promotes escort services or prostitution;
- Creating or operate a pyramid scheme, fraud or other similar practice;
- Copy or use the information, content or data of others available on the Services (except as expressly authorized);
- Copy, modify or create derivative works of InnovateDefense.net, the Services or any related technology;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof;
- Imply or state that you are affiliated with or endorsed by InnovateDefense.net or any official US Government of USDOD Communities without express consent;
- Rent, lease, loan, trade, sell/re-sell access to the Services or related any information or data;
- Remove any copyright, trademark or other proprietary rights notices contained in or on our Service;
- Remove, cover or obscure any advertisement included on the Services;
- Share or disclose information of others without their express consent;
- Use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" the Services or any related data or information;

- Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- Monitor the Services' availability, performance or functionality for any competitive purpose;
- Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services;
- Access the Services except through the interfaces expressly provided by InnovateDefense.net;
- Override any security feature of the Services; and/or
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms).

Management – InnovateDefense.net is moderated, but only to a limited extent, and all users will have the ability to flag any inappropriate submissions. Unprofessional, false, misleading, profane or defamatory comments are not appropriate for this site.

No Endorsement – InnovateDefense.net and any US Government or USDOD Community sponsor does not necessarily endorse, support, sanction, encourage, verify or agree with the comments, opinions, or statements posted on InnovateDefense.net. Any information or material placed online, including advice and opinions, are the views and responsibility of those making the comments and do not necessarily represent the views of InnovateDefense.net, the US Government, the USDOD or any InnovateDefense.net third party service providers. By submitting a comment for posting, you agree that InnovateDefense.net, the US Government, the USDOD and any InnovateDefense.net third party service providers are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

License – By posting any information or content, the Member acknowledges that he/she owns the rights to the information or content and grants InnovateDefense.net, the US Government and the USDOD, a royalty-free, worldwide, transferable and sublicensable right to use, improve, copy, modify, distribute, correct, translate, publish, and process, information and content, in whole or in part, that you provide through our Services, without any further consent, notice and/or compensation to you or others; however, such license shall not apply to any information or content related to patent applications submitted prior to such posting or patents issued prior to such posting . If you do not own the rights to information or content posted, you must use an appropriate credit.

Service Availability – We may change or discontinue any of our Services. We can't promise to store or keep showing any information and content you've posted. We may change, suspend or end any Service, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you. You agree that we have no obligation to store, maintain or provide you a copy of any content or

information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

Other Content, Sites and apps – When you see or use others' content and information posted on our Services, it's at your own risk. Third parties may offer their own products and services through InnovateDefense.net, and we aren't responsible for those third-party activities. By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. InnovateDefense.net generally does not review all content provided by our Members. You agree that we are not responsible for third parties' (including other Members') content or information or for any damages as result of your use of or reliance on it. You are responsible for deciding if you want to access or use third party sites that link from our Services.

Limits – We have the right to limit how you connect and interact on our Services. We are providing you notice about our intellectual property rights. InnovateDefense.net reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. InnovateDefense.net reserves the right to restrict, suspend, or terminate your account if we that you may be in breach of this Agreement or law or are misusing the Services (including violating this Agreement).

Reservation of Rights – InnovateDefense.net reserves all of its intellectual property rights in the Services, including trademarks, service marks, graphics, and logos used in connection with InnovateDefense.net that are trademarks or registered trademarks of NSIN. Other trademarks and logos used in connection with the Services may be the trademarks of their respective owners.

Disclaimer, No Warranty, and Limitation of Liability

Disclaimer – The reference on InnovateDefense.net to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by InnovateDefense.net, the US Government or the USDOD. The views and opinions of authors expressed herein do not necessarily state or reflect those of InnovateDefense.net, the US Government or the USDOD, and shall not be used for advertising or product endorsement purposes. With respect to documents available from this server, neither InnovateDefense.net, the US Government or USDOD, nor any of its US Government or USDOD service members or employees, makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

No Warranty – This is our disclaimer of legal liability for the quality, safety, or reliability of our Services. TO THE EXTENT ALLOWED UNDER LAW, INNOVATEDEFENSE.NET, THE USDOD, AND

THE US GOVERNMENT (AND THOSE THIRD PARTIES THAT WORK TO PROVIDE THE SERVICES), (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN “AS IS” AND “AS AVAILABLE” BASIS. SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

Exclusion of Liability – These are the limits of legal liability we may have to you. TO THE EXTENT PERMITTED UNDER LAW, INNOVATEDEFENSE.NET, THE USDOD, AND THE US GOVERNMENT (AND THOSE THIRD PARTIES THAT WORK TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OR CHANGES TO YOUR INFORMATION OR CONTENT). THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND INNOVATEDEFENSE.NET AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF INNOVATEDEFENSE.NET HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE. SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

Termination

InnovateDefense.net or you may terminate this Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Members' rights to further re-share content and information you shared through the Service to the extent copied or re-shared prior to termination;
- Any other rights that InnovateDefense.net may continue to have under this Agreement.

Dispute Resolution

In the unlikely event we end up in a legal dispute, it will take place in the courts of the District of Columbia, applying laws of the United States of America and the District of Columbia, excluding its conflict of laws rules.

General Terms

If a court with authority over this Agreement finds any part of it not enforceable, you and us agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove

that unenforceable part and still enforce the rest of this Agreement. This Agreement (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services. If we don't act to enforce a breach of this Agreement that does not mean that InnovateDefense.net has waived its right to enforce this Agreement. You may not assign or transfer this Agreement (or your membership or use of Services) to anyone without our consent. However, you agree that InnovateDefense.net may assign this Agreement to its affiliates or a party that buys it without your consent. There are no other third party beneficiaries to this Agreement.

We reserve the right to change the terms of this Agreement and will provide you notice if we do and we agree that changes cannot be retroactive. If you don't agree to these changes, you must stop using the Services.

You agree that the only way to provide us legal notice is at the addresses provided in this Agreement.

Complaints Regarding Content

We respect the rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. Also, as noted, unprofessional, false, misleading, profane or defamatory comments are not appropriate for this site. We provide a policy and process for complaints concerning content posted by our Members.

How to Contact Us

If you want to send us notices or service of process, please contact us via email at: info@InnovateDefense.net or by physical mail at: National Security Innovation Network, 2231 Crystal Drive, Suite 201, Arlington, VA 22202 USA.

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