

Appendix III: Submission Terms and Conditions

Terms of Use

By submitting your application to the Sustainable Communities Innovation Challenge (“The Challenge”) you agree, on behalf of your organization and/or team (“You” or “Your” as the context dictates) to the following terms and conditions (“Terms and Conditions”).

1. Fannie Mae and the entities retained by Fannie Mae to administer The Challenge, including members of the Expert Advisory Panel retained to evaluate applications, (collectively “Fannie Mae” for purposes of these Terms and Conditions) may evaluate, reject, or select Your application in their sole discretion. In furtherance of such evaluation, Fannie Mae may also share Your application with select third parties for additional feedback. You will provide timely assistance and responses to Fannie Mae should clarifications on your application be required.
2. You bear all costs and expenses associated with the development and submission of Your application. You have no recourse against Fannie Mae in case of rejection.
3. Submission of Your application to The Challenge hereunder shall not create any legal relationship of any sort with You and You will make no public or private statement implying or stating that any partnership or other legal relationship exists between You and Fannie Mae. You may advertise that You submitted Your innovation as part of The Challenge provided, however, that You shall under no circumstances advertise any association with Fannie Mae nor imply any endorsement of Your products and Services by Fannie Mae. Further external communications about Your participation in The Challenge, should You be selected for the contract award, shall be addressed in a separate Research and Development Agreement (contract executed between Fannie Mae and selected awardees) between You and Fannie Mae governing the development and implementation of Your innovation, as applicable.
4. You represent and warrant that You have all necessary rights in the contents of Your application, any innovation therein, and any elements necessary to its implementation, including but not limited to third party data, either as proprietary rights or licensed, for Fannie Mae to consider Your innovation and application as part of the Challenge and future implementation thereafter, as the case may be. You represent and warrant that Your innovation does not infringe the intellectual property rights of any third party. You shall retain any and all intellectual property rights You may have in Your innovation and the contents of your application and hereby grant Fannie Mae a limited license to reproduce and share the



same internally and with select third parties for purposes of evaluation. You will disclose to Fannie Mae whether any innovation incorporated in Your application is protected by patent or whether You intend to file a patent application for it. Fannie Mae shall implement commercially reasonable efforts to keep your application in confidence unless selected for a contract award. Notwithstanding the foregoing, You understand that Fannie Mae or third parties may have performed independent development matching innovative elements of Your application; You agree that Your participation in The Challenge and the receipt of Your application by Fannie Mae shall not limit Fannie Mae's independent development and marketing of products or systems involving technology or ideas similar to those disclosed nor prevent Fannie Mae from undertaking similar efforts or discussions with third parties, including competitors of Yours.

5. Submission of Your application is managed through a reputable third-party platform; Fannie Mae shall, however, have no responsibility and no liability and makes no representations with respect to such platform.
6. If selected by Fannie Mae for a contract award, you may not assign, or otherwise transfer, your rights to such contract award and contract to a third party without Fannie Mae's prior written permission. Even after selection for a contract award and contract, Fannie Mae may withdraw the contract award and contract selection in its sole discretion until a Research and Development Agreement is fully executed by all parties.
7. Conflict of Interest. The Challenge requires that all applicants disclose any prior or existing personal or professional relationships with Fannie Mae and its employees. Such relationships are not necessarily disqualifying, however they do require disclosure. Fannie Mae customers are eligible to apply. Organizations are ineligible to apply if a current staff or board member is serving on the Sustainable Communities Innovation Challenge Expert Advisory Panel.
8. Any breach by You of the representations, warranties, or obligations set forth in these Terms and Conditions shall be cause for removal of Your application from consideration or for voiding any contract award, as applicable.
9. These Terms and Conditions are governed by the laws of the District of Columbia, exclusive of its conflict of laws principles.
10. Fannie Mae reserves the right to amend these Terms and Conditions, including the Research and Development Agreement, in its sole discretion; the amended Terms and Conditions shall be effective upon posting by Fannie Mae on The Challenge platform used by Fannie Mae in connection with The Challenge.

