



EXECUTIVE PROGRAMS PARTICIPATION TERMS AND CONDITIONS

Thank you for applying to participate in an Executive Program (each an “**EP**”) hosted by Singularity Education Group, a California benefit corporation doing business as Singularity University (“**SU**”). By submitting your registration to participate in an EP, you confirm your intent to register in the EP and acknowledge that you have read, understand and agree to these Executive Program Participation Terms and Conditions, including any applicable policies - such as our [Privacy Policy](#) (the “**Enrollment Agreement**”), which apply to both your registration and your attendance. This Enrollment Agreement covers the terms between you and SU relating to any EP, and any prior written or oral agreements relating to EPs between you and SU are expressly canceled. After submitting your registration, you may be sent by email, program-specific policies or additional terms, which in addition to this Enrollment Agreement govern your participation in the EP. The Enrollment Agreement may only be amended if mutually agreed in writing and signed by you and an authorized officer or agent of SU.

PLEASE READ THIS ENROLLMENT AGREEMENT CAREFULLY BEFORE TICKING THE "AGREE" BOX AT THE BOTTOM OF THIS PAGE. BY TICKING "AGREE," YOU ARE AGREEING TO ENROLL IN THE SU PROGRAM AND BE BOUND BY THESE TERMS. BY AGREEING, YOU AGREE THAT YOUR INFORMATION WILL BE TRANSFERRED TO THE U.S.

Fees and Payment

In order to secure your place at the designated EP, the full \$14,000 fee is due and payable within 30 calendar days from the date of your EP registration (the “**Final Payment Deadline**”). Fees for any EP are non-refundable. If full payment is not received by SU by the Final Payment Deadline, you will be deemed to have cancelled your EP registration, and your seat at the designated EP may be offered to someone else.

Rolling Forward Paid Program Fees

1. Assuming you have paid in full for the designated EP by the Final Payment Deadline, and need to cancel or postpone your attendance at an EP, you may do so, but only under the following conditions:
 - You may cancel your registration at any time with notice to SU. Your paid fees will be forfeited.
 - If SU receives your request to postpone your attendance at an EP (“**Extension Request**”) with a minimum of 60 calendar days prior to the start of the designated EP, SU will endeavor to honor your Extension Request and allow you to attend an EP at a later date subject to availability and anticipated demand, and in its discretion, apply 100% of



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- your paid fees to the agreed future EP.
- If SU receives your Extension Request between 31-60 calendar days prior to the start of the designated EP, SU will endeavor to honor your Extension Request and allow you to attend an EP at a later date subject to availability and anticipated demand, but only up to a maximum of 50% of your paid fees may be applied to the agreed future EP. You will have 60 calendar days to make full payment of the remaining 50%.
 - If SU receives your Extension Request 30 (or less) calendar days prior to the start of the designated EP, or SU is otherwise not able to honor your request, your paid fees will be forfeited.
2. If after an extension has been granted, and you fail to make timely payment or you cancel your registration at any time, you will forfeit all paid fees.
 3. Registrations are specific to you, are non-transferable, and do not cover any guests.

Cancellation by Singularity University

SU may, at its own discretion, cancel any EP with 21-calendar days notice for any reason. If SU cancels an EP, at your option, SU will refund to you in full all paid fees, or you may make an Extension Request.

Payment Verification

All payments submitted on your behalf are subject to SU Finance Department verification. In the event of a dispute regarding whether you have made a payment, you must provide a copy of all supporting documentation via email to the SU Finance Department within three business days of receiving such request.

SU Video and Recording Rights

In consideration of your selection to participate in the EP, including any lectures, group sessions, and other calendared events associated with those events (the “**Recorded Event**”), you hereby agree as follows:

1. **Likeness Release.** You acknowledge that SU and authorized third party media teams may capture the Recorded Event and/or portions thereof, voluntary interviews, informal discussions, or other footage. SU hereby requests to use your name, voice, photograph, and likeness to the extent captured in photos, live-stream, film, audio recordings, or other media; and/or transcripts thereof, and any quotations or statements made by you, and any biographical information submitted by you, during or relating to the Recorded Event or any



other SU events or programs that you may attend (collectively, the “**Materials**”) including information submitted by you to SU in any form (such as via the online portal dedicated to the audience members of the Recorded Event). You hereby irrevocably authorize SU and its affiliates, assignees, and sublicensees (the “**SU Parties**”) to capture, live-stream, reproduce, distribute, display, perform, prepare derivative works of, modify, and use the Materials for any lawful purpose (worldwide, in any manner or media now known or herein after created, and in perpetuity) of the SU Parties’ business, including providing the SU Parties’ products and services, advertising and promoting SU and its products and services, inclusion on SU’s websites, licensing to third parties, and other commercial exploitation.

2. **No Compensation or Inspection.** You understand and acknowledge that you will not be paid any compensation in connection with your Materials and you hereby waive any right that you may have to inspect and/or approve your Materials. To the extent permitted by law, you also waive any “moral rights” you may have in the Materials.

Confidentiality and Recordings by Participants

1. **Confidentiality.** SU endeavors to establish an environment where EP participants are comfortable engaging in open discourse and exchange of ideas. For maximum success, it is important for each participant to help create a comfortable and safe environment for learning and sharing. During the EP, you may learn and/or have disclosed to you proprietary or confidential information of SU and EP participants (including, without limitations, information relating to technology, trade secrets, trademarks, processes, materials, equipment, drawings, specifications, prototypes and products, hereinafter collectively called “Confidential Information”). You may not use or disclose any Confidential Information without the express permission of the owner. This includes use of cameras or any other audio or video technology to capture Confidential Information. Presentations by SU faculty during the EP may include Confidential Information and may not be captured in any form, unless specifically authorized by the faculty member.
2. **Recordings.** You are asked to refrain from recording (video, voice or otherwise) during the EP as this can be distracting and degrade the EP experience for participants. If you choose to take photos, videos, or otherwise capture images or information of persons at the EP, then it is your responsibility to obtain all necessary consents and permissions to do so. Please be advised that persons wearing green lanyards may not be captured in any form.

Release of SU

You voluntarily release the SU Parties from any and all claims, known or unknown, in connection with the use of your Materials as described above, which you have



consented to and authorized by accepting this Enrollment Agreement. You also release SU from any and all claims, known or unknown, related to any injury or loss you may sustain as a result of your participation in the EP. In giving this release, you acknowledge that you have read and understand Section 1542 of the California Civil Code, which reads as follows: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”** You expressly waive and relinquish all rights and benefits under this section and any law of any jurisdiction of similar effect with respect to your release of any unknown or unsuspected claims you may have against any SU Party.

Communications

SU may contact and/or send communications to you from time to time in conjunction with the AEP and other SU programs. Such communications may be in the form of (a) an email sent to an address you provided or (b) through other means including mobile number, telephone, or mail. Communications may include, but not be limited to, pre-work, program announcements, marketing materials, and updates or changes regarding the program. You agree that SU may share your account information (such as name and email address) with third parties working with SU in connection with SU programs.

Your Use of SU name and Logo

You acknowledge that SU is the lawful owner of the names, “Singularity Education Group” “Singularity University”, “SU Labs”, “SingularityU” and its associated trademarks and service marks including “Ten to the Ninth Plus” or “10⁹⁺” used in its activities, and you agree that unless you have received advance written approval from a senior manager of SU, you will take no action inconsistent with SU’s ownership of its names, trademarks, and service marks, including without limitation any incorporation of any of the foregoing into a longer name or other logo. For the avoidance of doubt, and without placing any limitation on the foregoing, you expressly agree not to place the logo or other trademarks of SU on any product being offered for sale, promotional or any other commercial purposes whether in a physical or online format and you agree not to open social media accounts using the name singularity university or derivations thereof.

Code of Conduct: Zero Tolerance Policy

The blend of ideas, experiences, and cultures that EP participants bring with them to SU makes the EP a unique and memorable experience. While SU encourages open dialogues and exchange of ideas, SU is committed to the health, safety, and dignity of each EP participant, SU employees and visitors. Accordingly, during your participation in the EP including during lectures, time spent in NASA accommodations, off site visits and



transportation to and from events, you are prohibited from engaging (physically or digitally) in disruptive, threatening, violent, or discriminatory behavior, or unwelcome sexual advances.

- Disruptive behaviors include yelling, using profanity, waving arms or fists, verbally (or in writing) attacking or abusing others, use of illicit substances, abuse of drugs or alcohol, and refusing reasonable requests to change one's behavior when requested by a member of SU staff.
- Threatening behavior includes physical actions short of actual contact or injury such as moving aggressively into another's personal space), as well as direct or implied oral or written threats to people or property.
- Violent behavior includes any physical assault, with or without weapons; behavior that a reasonable person would interpret as being potentially violent (throwing things, pounding one's fist on a desk or door, or destroying property), or specific threats to inflict physical harm.
- Discriminatory behavior includes in any type of harassment that creates an intimidating, hostile, or offensive environment for your fellow EP participants or for SU employees or guests, including, but not limited to, verbal, visual, or physical conduct that discriminates on the basis of sex, race, national origin, color, religion, age, disability or veteran's status.
- Unwelcome sexual advances include: (i) graphic or degrading comments about an individual or his or her appearance; (ii) the display of sexually suggestive objects or pictures; (iii) subtle pressure for sexual activity; and (iv) physical contact or blocking movements.

If you feel that a fellow EP participant is behaving in a manner that is inconsistent with this policy, promptly report the incident to SU staff. SU will not tolerate any behavior in violation of this policy and if SU's Chief Executive Officer or his or her designee determines that you have violated this provision, you will be asked to leave the EP and NASA facilities either for the day, or for the remainder of the EP, with no refund for any portion of your fees, and if appropriate, law enforcement authorities may be called. In addition, you may be excluded from future SU-branded events or programs.

General

You represent that you are over the age of twenty one, that you have the power and authority to enter into this Enrollment Agreement, that you have no pre-existing obligation that may restrict or limit your ability to enter into this Enrollment Agreement, and that this Enrollment Agreement will be binding on your heirs, representatives and assigns. You agree that for the duration of the EP or Future EP as the case may be, that you will have and maintain health insurance coverage. SU makes no representations or warranties, statutory, express, or implied regarding the effect or results of participating in an EP. This Enrollment Agreement is governed by the laws of the State of California without giving effect to any conflicts of laws principles that may require the application of the laws of a different jurisdiction. Any action under or relating to this Enrollment



Agreement shall be brought solely in the state and federal courts located in California, with sole venue in the courts located in Santa Clara County and each party hereby submits to the personal jurisdiction of such courts, except that SU may seek relief in any court of competent jurisdiction to protect or enforce its intellectual property and proprietary rights. You hereby waive any and all equitable and injunctive rights and acknowledge that your sole remedy for a breach of this Enrollment Agreement or otherwise shall be an action at law for damages. The above release and waiver are irrevocable.

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Last revised March 16, 2017