DARTMOUTH-HITCHCOCK
HACKATHON PARTICIPATION AGREEMENT

Mary Hitchcock Memorial Hospital, for itself and on behalf of Dartmouth-Hitchcock Clinic, operating jointly as "Dartmouth-Hitchcock" are pleased to present the 2023 Dartmouth-Hitchcock Nursing Hackathon (the "Nursing Hackathon"). The Nursing Hackathon is governed by the rules set out below in this Nursing Hackathon Participation Agreement ("Agreement") and your registration packet. By participating in the Nursing Hackathon, you (the "Participant") agree to abide by this Agreement which is a binding legal agreement between Participant and Dartmouth-Hitchcock with respect to the Nursing Hackathon.

Event Description

The Nursing Hackathon is organized in the spirit of innovation, collaboration, and scientific application directed to solve real-world problems in a focused effort to identify solutions to the theme of the Nursing Hackathon. The theme of this Nursing Hackathon is nurse-led innovation. Through the Nursing Hackathon, it is the intention of Dartmouth-Hitchcock to provide educational and useful outcomes that can make a positive impact on patient outcomes and quality of life. The 2023 Nursing Hackathon will be held on January 26, from 8:00 AM to 5:00 PM (with informal teamwork from 5:00 – 9:00 pm), and on January 27, 2023, from 8:00 AM to 12:15 PM.

Eligibility

Participants must be at least eighteen (18) years of age and an employee of Dartmouth-Hitchcock or a Dartmouth-Hitchcock member affiliate to be eligible to participate in the Nursing Hackathon. All participants must sign this Agreement and be registered in the Nursing Hackathon to participate in the Nursing Hackathon. Only registered Participants may submit an entry to be judged in the Nursing Hackathon (a "Submission"). The deadline for Participants to register for the Nursing Hackathon is January 19, 2023.

Teams

Teams can be formed between Participants. There is no restriction on the number of members per team but a maximum of 6 is suggested.

Nursing Hackathon Judging Criteria

Each Submission will be judged based on the criteria and 0-5 point scale set forth on Exhibit A of this Agreement, which is incorporated herein by reference thereto. The Submission(s) with the highest total score will be awarded with a prize commensurate with the placement of the Submission's score relative to all Submissions.

Prizes

Prizes will be awarded to the teams whose Submissions are deemed winners by the Judges. Prizes for winning Submissions may include mentorship, SONSIEL membership, innovation books, or other relevant awards to be determined at the sole discretion of Dartmouth-Hitchcock.

Participation Terms and Conditions

By registering for or submitting an entry to the Nursing Hackathon, Participant represents and warrants the following: (a) Participant will not submit content that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property rights or other proprietary rights, including privacy

and publicity rights, unless Participant is the owner of such rights or has permission from their rightful owner to post the content and participate in the Nursing Hackathon; (b) Participant will not publish falsehoods or misrepresentations that could damage the Nursing Hackathon, Dartmouth-Hitchcock or its affiliates, sponsors, or any other third party; (c) Participant will not submit content that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or destructive to the Nursing Hackathon or to the brand image or goodwill of Dartmouth-Hitchcock, or its affiliates, or sponsors; (d) Participant will not post advertisements or solicitations of business; (e) Dartmouth-Hitchcock will not be obligated to pay any compensation to, or permit any participation by, any third party in connection with the use, reproduction, modification, publication, display or other exploitation of any of the content that is submitted; (f) the content submitted by Participant does not contain any viruses, Trojan horses, worms or other disabling devices or malicious code; (g) Participant will not attempt, create, or use any unauthorized access to Dartmouth-Hitchcock network or other digital communication or data storage systems; and (h) Participant will not use or disclose any patient identifying information or protected health information as part of Participant's submission or participation in the Nursing Hackathon.

Dartmouth-Hitchcock reserves the right to initiate any legal cause of action and/or alert authorities in the case of any property damage or theft or any other violation of law or violation of this Agreement.

Participant understands that the Nursing Hackathon may be photographed, videotaped, recorded, etc. and hereby grants Dartmouth-Hitchcock the right to use Participant's name, voice, comments, hometown and state of residence, and/or likeness in any and all footage about Participant's participation in the Nursing Hackathon and Participant's Nursing Hackathon submission in any manner or media that Dartmouth-Hitchcock sees fit without Participant's review or approval and without compensation.

By participating in the Nursing Hackathon, Participant agrees to comply with all rules and regulations of Dartmouth-Hitchcock or which Dartmouth-Hitchcock may adopt from time to time. Each Participant will be responsible for bringing their own computer, iPad, or other tablet to use during the Nursing Hackathon. Each Participant agrees it will not, directly or indirectly, use, duplicate, copy, reproduce, reverse engineer, transmit, distribute, reveal, report, publish, disclose or cause to be disclosed, or otherwise disseminate or transfer any Dartmouth-Hitchcock confidential information to any third party.

Intellectual Property

Dartmouth-Hitchcock asserts no ownership, through the Nursing Hackathon, in any intellectual property that may result from participation in the Nursing Hackathon. Notwithstanding the foregoing, Participant shall be subject to Dartmouth-Hitchcock's policies and procedures on intellectual property (the "Policy") and the intellectual property policy of Participant's employer. Nothing in this Agreement will be construed to supersede or interfere with other obligations to Participant employer. All Dartmouth-Hitchcock Health System Members remain subject to all rights and obligations of the Policy and may be required to disclose any invention created in the Nursing Hackathon as described in the Policy.

By registering for the Nursing Hackathon and presenting or submitting an entry (regardless of the form or medium of such content), Participant grants Dartmouth-Hitchcock a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license to use, discuss, publicize, demonstrate, and otherwise display content derived from or relating to such entry for internal business purposes, promotional and marketing purposes, and for purposes relating to the Nursing Hackathon. Participant will not receive any compensation for this use of such entry.

If Participant is part of a team, that team is wholly responsible for determining ownership of any intellectual property rights developed during the Nursing Hackathon. Participant agrees that Dartmouth-Hitchcock will not be responsible for any disputes regarding intellectual property resulting from the

Nursing Hackathon. Participant agrees that there is no obligation of confidentiality on the part of Dartmouth-Hitchcock, Nursing Hackathon staff or other Participants regarding submissions or ideas generated at the Nursing Hackathon. Participant agrees and acknowledges that any idea, conversation or submission may be considered a public disclosure under US Patent Laws.

Limited Liability and Indemnification

To the maximum extent permitted by law, Participant shall release, indemnify, defend and hold harmless Dartmouth-Hitchcock, its employees, officers, trustees, agents, affiliates, and the Nursing Hackathon Judges from and against any loss, claims, costs or other liabilities or damages (including reasonable attorneys' fees) arising from or related in any way to the Nursing Hackathon.

To the maximum extent permitted by law, Participant agrees on behalf of Participant, and all of my personal representatives, heirs, executors, administrators, agents, and assigns, to release and forever discharge Dartmouth-Hitchcock, and its affiliates, related entities, directors, officers, employees, agents, representatives, successors, and assigns, from any and all claims or causes of action, known or unknown, arising out of my participation in the Nursing Hackathon, whether active or passive, including, without limitation any claim or cause of action caused or related to the negligence of Dartmouth-Hitchcock. This waiver and release of liability includes, without limitation, injuries or damages which may occur as a result of (a) my participation in the Nursing Hackathon; (b) negligent instruction or supervision; (c) slipping, tripping, falling, or other bodily injury while on any portion of a Dartmouth-Hitchcock facility during the Nursing Hackathon, including injuries resulting from Dartmouth-Hitchcock's or anyone else's negligent inspection or maintenance; or (d) loss of personal property while participating in the Nursing Hackathon.

Miscellaneous

Participant and/or Participant's entire team may be disqualified for any of the following actions, with or without warning, in Dartmouth-Hitchcock's sole discretion: (i) verbal abuse of another participant or Nursing Hackathon staff; (ii) inappropriate touching or harming of another participant or Nursing Hackathon staff; (iii) breach of this Agreement or any other agreement entered into in connection with the Nursing Hackathon; (iv) violation of or non-compliance with any section of this Agreement, (v) violating the spirit or any legitimate operation of the Nursing Hackathon or (vi) if Participant's submission is disqualified. ALL DISQUALIFICATION DECISIONS OF DARTMOUTH-HITCHCOCK ARE FINAL AND NOT SUBJECT TO APPEAL.

Any dispute related to this Agreement or arising out of participation in the Nursing Hackathon shall be settled through consultation and negotiation in good faith between the Participant and a to-be-designated Dartmouth-Hitchcock representative. Any mutually agreed decision to resolve such dispute shall be final and binding on the parties. Participant hereby agrees that such consultation and/or subsequent mediation are the only dispute resolution mechanisms available to Participant arising from participation in the Nursing Hackathon. Participant hereby waives any right to bring any action, in any court, arising from or in connection to this Agreement or participation in the Nursing Hackathon. This Agreement is construed under and governed by the laws of the State of New Hampshire.

[Signature page follows]

I UNDERSTAND and AGREE to the terms of the Dartmouth-Hitchcock Nursing Hackathon and Agreement listed above AND AGREE to attend ALL SESSIONS of the Nursing Hackathon in person.

_____   _____
Signature   Date

Exhibit A
Dartmouth-Hitchcock
Nursing Hackathon
Judging Criteria

CRITERIA	1	2	3	4	5
Innovativeness of the idea (Is it novel with a meaningful benefit? And are others doing the same thing?)	Existing technology/solution with many in the field	Interesting modification to an existing technology/ solution; field crowded	Interesting modification to an existing technology/solution with limited/ no apparent competitors	Innovative new technology/idea with potential to transform the field, but there is competition (even if limited)	Innovative new technology or idea with the potential to transform the field, with no apparent competition or others looking at this technology/idea – could be first with a real game changer
Feasibility (Completeness of the solution)	Application does not articulate a thorough approach and/or is missing key elements to drive value from solution/idea	Application is missing key elements but does articulate some key elements about how to drive value from solution/idea	Application includes some key elements but is still missing a demonstration about driving value	Application includes most key elements and shows how to drive value from solution/idea	Clearly articulated key elements demonstrating how to drive value from a solution/ idea
Scalability (Solution will scale quickly to implement)	Solution with low scalability and low likelihood of success developing quickly	Solution with moderate scalability and low likelihood of success developing quickly	Solution with moderate scalability and moderate likelihood of success developing quickly	Solution with high scalability and moderate likelihood of success developing quickly	Solution with high scalability and high likelihood of success developing quickly
Potential Impact of Idea (Does the idea bring benefit to patients, families, the healthcare team?)	No perceived or described potential impact to benefit patients, families and/or the healthcare team	Limited potential impact to benefit patients, families and/or the healthcare team	Moderate potential impact to benefit patients, families and/or the healthcare team	High potential impact to benefit patients, families and/or the healthcare team	Extremely high potential impact to benefit patients, families and/or the healthcare team
Relevance (Does the solution address a problem worth solving?)	No perceived or demonstrated relevance to a demonstrated problem facing patients, families and/or the healthcare team today.	Limited relevance to a demonstrated problem facing patients, families and/or the healthcare team today.	Moderate relevance to a demonstrated problem facing patients, families and/or the healthcare team today.	High relevance to a demonstrated problem facing patients, families and/or the healthcare team today.	Extremely high relevance to a demonstrated problem facing patients, families and/or the healthcare team today.
Expertise (Is the team bringing the right knowledge and expertise to the table?)	The team does not bring depth and breadth of expertise to the problem, and/or included necessary references or experts to pull from.	The team brings a limited amount of depth and breadth of expertise to the problem, and/or included necessary references or experts to pull from.	The team brings a moderate amount of depth and breadth of expertise to the problem, and/or included necessary references or experts to pull from.	The team brings a great amount of depth and breadth of expertise to the problem, and/or included necessary references or experts to pull from.	The team brings an exceptional depth and breadth of expertise to the problem, and/or included necessary references or experts to pull from.
Pitch (How complete was the pitch? Did the communication and visuals bring the solution to life?)	Pitch is incomplete with major elements missing, communication and visuals may or may not be used, or may be inadequate to make the solution clear.	Acceptable pitch with most elements included, communication and visuals may not compliment the solution but are included.	Moderate pitch, with all elements included, communication and visuals is clear but may not bring the solution to life.	Great pitch, with all elements included, communication and visuals brings the solution to life.	Exceptional pitch, with all elements included, communication and visuals that brings the solution to life.