CONTEST PARTICIPATION AGREEMENT

Robert Bosch LLC ("**Bosch**") is pleased to host the Computational Materials Science challenge: hydrated crystals structure prediction Contest (the "**Contest**"). By participating in the Contest, you agree to the terms and conditions stated in this Contest Participation Agreement ("**Agreement**").

Entrants do not need to be present to enter or win the Contest.

1. Submission Period: The Contest submission period begins on April 14, 2025 at 12:01 AM ET and ends on August 08 2025 at 11:59 PM ET (the "**Entry Period**"). Submissions received before or after the Submission Period are void.

2. Eligibility

In order to participate in the Contest, you must meet the following eligibility requirements. You agree that you are:

- (a) The Contest is open to individuals who are aged 18 or over and are resident in the fifty (50) United States and the District of Columbia, or the member states of the European Union who have reached the age of majority in their respective country of residence, or individuals who are aged 18 or over and are a resident of Great Britain and Northern Ireland only. This Contest is void in Florida, New York, Rhode Island, Puerto Rico, the U.S. Virgin Islands, all other U.S. territories, U.S. military installations in foreign countries, and where prohibited or restricted by law;
- (b) Either (i) a current PhD student or (ii) early career postdoc (including individuals within three years post PhD); and
- (c) Not the immediate family (e.g., spouse, parent, sibling, or child) of or a household member with any Bosch employee, or employee of a Bosch group company (including the BSH Home Appliances companies), or contractor.

("Eligible Participant").

You acknowledge and agree that participation is fully voluntary and that, as an Eligible Participant, you are not entitled to any compensation.

You acknowledge and agree that you are participating in this Contest as an individual and not as a representative or agent of any company, organization, institution, including but not limited to universities or educational institutions.

Nothing in this Agreement shall be construed to create a joint venture or partnership relationship with Bosch. You should consult with your university regarding whether participation is permitted or may otherwise conflict with any of your university's policies or any agreement between you and your university.

Determination of eligibility, entry requirements, and compliance is at the sole discretion of Bosch. Bosch reserves the right to disqualify you if you do not comply with these Terms.

3. Entry Requirements, Judging Criteria, Prize Conditions, and Winning Announcement

As an Eligible Participant, you acknowledge and agree to the rules found at the attached link: <u>Bosch</u> <u>Research CMS Challenge | Bosch Global</u> (<u>https://www.bosch.com/stories/computational-materials-</u> <u>science-challenge/</u>).

Your submission must be original and in English.

Eligible entries must be submitted during the Submission Entry Period and a summary of what should be included is the following (with full Contest details including entry requirements and judging criteria in the link above):

a) A plain text file with up to 10 structures for each of the 3 chemical compositions. While you may submit up to 10 structures, (format required explained in the contest webpage under "important information"); and

b) For your submission to be valid, please include this document with each submission. This confirms your acceptance of the challenge terms and conditions. No signature is required; and

c) Name, surname, alias, and email address for contact. Your alias will be used to display your ranking on the leaderboard to maintain anonymity during the competition,

(together, the "Entry").

The winning participants will be selected by a panel of Bosch researchers. The panel's decisions are final, binding, and uncontestable. The judging criteria for each Submission shall be based on the following:

- Locally optimized DFT energy.
- Details on the specific DFT flavor used will not be shared to discourage brute-force searches.

• The overall submission will be ranked according to the total, locally optimized energy of the generated structures for all chemical compositions, calculated by Bosch researchers using the same method as that used to generate the initial example data.

4. The top three Eligible Participants selected as winners will win the following prize package:

- 1. A digital certificate sent via email;
- 2. An invitation to give a seminar to Bosch Research about their approach to the challenge; and
- 3. An invitation to a last round interview for the 2026 intern cohort. This is a chance to advance in the recruitment process, but it's not a guarantee of employment.

5. Leaderboard updates:

A leaderboard will be updated every roughly two weeks with the up-to--date submitted entries.

The final leaderboard update, which will determine the winners will occur on or before August 25, 2025, 11:59 PM EST.

No feedback will be provided for any submission.

The winning Eligible Participants will be contacted by Bosch researchers via email at the latest 90 days after the Contest ends.

Bosch reserves the right not to award a prize in the event of an insufficient number of eligible submissions meeting the minimum judging criteria as described above. Bosch is not responsible for any dispute among participants related to prizes. As a participant, you are solely responsible for any applicable taxes for any prize you receive.

6. Intellectual Property Rights

By participating in the Contest, you grant Bosch a perpetual, irrevocable, worldwide, non-exclusive, royaltyfree, transferable, sublicensable license to use, reproduce, modify, distribute, display, perform, create derivative works based upon, and otherwise exploit your Submission, including all intellectual property rights therein, for any purpose. This includes, but is not limited to, copyright (whether or not registrable), patent rights (including the right to file and prosecute patent applications), trademark rights, trade secrets, and other proprietary rights.

Participants agree to assist and cooperate with Bosch, at Bosch's expense, in executing any documentation necessary to perfect and enforce these licensed rights. This includes, but is not limited to, providing documentation acknowledging Bosch's license rights. Participants waive any and all moral rights they may have in the Submissions with respect to Bosch's exercise of the license granted herein. Bosch is not obligated to use any Submission for any purpose, even if selected as a winning Submission.

Nothing in these conditions shall be interpreted as granting you permission to use or display any of Bosch trademarks (including any logo, brand, or slogan) or rights in the Bosch Materials or any other technologies or intellectual property provided exclusively for use in the Contest. While Bosch reserves the rights set forth above, Bosch is not obligated to use Submissions for any purpose, even if it has been selected as a winning Submission.

You acknowledge and agree that Bosch may have developed or commissioned works which are similar to the Submissions, or may develop something similar in the future, and you hereby waive any claims that you may have resulting from any similarities to the Submissions. You represent and warrant that each Submission is and will be, to the best of your knowledge, your own original work and does not and will not infringe, misappropriate, or otherwise violate the intellectual property, proprietary, or personal rights of any third party, including, without limitation, any third party patents, copyrights, trademarks, trade secrets, or privacy rights. You represent and warrant that you are not aware of any agreement or other obligation which may impair or impede your ability to make the transfers, assignments, and waivers provided in this Section 3. You hereby agree not to instigate, support, maintain, or authorize any action, claim or lawsuit against Bosch on the grounds that any use of any Submission infringes, misappropriates, or otherwise violates any of your rights as creator of the Submission.

6. Liability Release and Indemnification

UNDER NO CIRCUMSTANCES WILL BOSCH BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS IN CONNECTION WITH, ARISING OUT OF, OR RELATING IN ANY WAY TO THE CONTEST, YOUR PARTICIPATION IN THE CONTEST, OR THIS AGREEMENT WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT BOSCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

You hereby release and agree to indemnify, defend, and hold Bosch, its affiliates and their respective officers, directors, employees, successors, and assigns harmless from and against any claims, losses, damages, liabilities, and expenses (including reasonable attorneys' and other professionals' fees) arising out of, in connection with or relating in any way to the Contest, your participation in the Contest, or this Agreement, including, but not limited to, (i) bodily injury to or death of any person, or damage to or loss of any property caused by or arising from your acts or omissions; (ii) your breach of any terms or conditions of this Agreement or your failure to comply with any of the Contest rules and conditions; (iii) any actual or alleged infringement, misappropriation, or violation of any third party's intellectual property, proprietary or other rights relating in any manner to your Submission(s); (iv) misuse by you of Bosch Materials; (v) violation by you of any applicable laws or regulations; (vi) any misrepresentation you make to Bosch; (vii) your receipt, use, or redeem any prize, including any taxes arising therefrom, or your inability to receive, use, or redeem any prize; (viii) any printing or typographical errors in any materials associated with the Contest; (ix) any technical errors that may impair your ability to participate in the Contest; (x) any errors in the administration of the Contest; or (xi) any condition caused by events beyond Bosch's control that may cause the Contest to be disrupted or corrupted.

If you are an Eligible Participant resident in Great Britain or Northern Ireland, the wording above in this section 6 does not apply.

7. Publicity

By participating in the Contest, you consent to being filmed, photographed, and your voice being recorded (collectively, your "Image"). You hereby grant to Bosch the right, in perpetuity, to copy, reproduce, publish, perform, edit, exhibit, use, distribute, and transmit your Image, name and likeness for any purpose, including, but not limited to, promotional purposes in connection with the Contest, through any form of media, worldwide, without further permission, compensation, or consideration.

8. Privacy

By participating in the Contest, you agree that your personal information including, but limited to, your name, mailing address, telephone number, certain biographical information and electronic mail address, provided by you or collected from you as part registration for the Contest and during the Contest (collectively, your "**Personal Information**") may be used for all purposes relating to the Contest, including, but not limited to, communications related to rights granted to Bosch under Section 3 above, and otherwise in accordance with the Bosch Privacy Statement available at <u>https://www.bosch.us/privacy-notice/</u>. You further agree that Bosch may disclose your Personal Information to third-party agents and service providers of Bosch for the purposes of exercising the foregoing right.

9. General Terms

The Contest is subject to federal, state, and local laws and regulations. Bosch is and shall not be responsible for any (i) late, lost, damaged, incomplete, or misdirected Submissions or other entries, responses, or other correspondence, whether by electronic email or postal mail or otherwise; (ii) theft, destruction, unauthorized access to, or alternations of Submissions or other entries, responses, or other correspondence; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures, or difficulties.

By registering for and participating in the Contest, you fully and unconditionally agree to the terms and conditions of this Agreement and any other instructions and conditions related to the Contest, as well as to any and all Bosch decisions regarding the Contest, which are final and binding. Bosch reserves the right, in its sole discretion, to cancel, modify, or suspend the Contest in whole or in part, at any time, in the event of technical or other difficulties or if the integrity of the Contest is compromised in any manner, without liability to you. Bosch also reserves the right, in its sole discretion, to disqualify and seek damages from you or any other participant who fails or failed to comply with any terms or conditions of this Agreement, cheats, tampers with the operation of the Contest, or otherwise acts in a disruptive or inappropriate manner. Bosch shall not seek damages if you are a resident of Great Britain or Northern Ireland.

Bosch assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries; technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Bosch, the users, or by any of the equipment or programming associated with or utilized in this Contest; or by any technical or human error that may occur in the processing of submissions or downloading that may limit, delay or prevent an entrant's ability to participate in the Contest. Bosch is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this Contest.

To obtain the judges' and winners' names, or if a winner objects to the publication of their surname, county, or winning entry, please contact Bosch using one of the following methods:

- **Email:** <u>cmschallenge.bosch@us.bosch.com</u>. Use the subject line "Information Request". Please do not alter the subject lines.
- Mail: Send a stamped, self-addressed envelope to CR-CMS c/o Robert Bosch LLC, 65 Grove Street Ste 201, Watertown MA 02472.

Winners have thirty (30) days from notification of their win to submit an objection. Regardless of any objection, Bosch will provide required information, including winning entries, to the Advertising Standards Authority upon request.

10. Governing Law, Dispute Resolution and Severability

The Agreement and all disputes arising out of or related thereto shall be governed by the laws of the State of Michigan except for its choice of law rules: the United Nations Convention on the International Sale of Goods shall not apply. You acknowledge that the Agreement evidences a transaction involving interstate commerce. You and Bosch shall first endeavor to resolve through good faith negotiations any dispute arising under or related to the Agreement or with respect to the Contest. If a dispute cannot be resolved through good faith negotiations within a reasonable time, either you or Bosch may request non-binding mediation by a mediator approved by both you and Bosch. If mediation fails to resolve the dispute within thirty (30) days after the first mediation session, then, upon notice by either party to the other, any and all disputes, controversies, differences, or claims arising out of or relating to the Agreement (including the formation, existence, validity, interpretation (including of this Arbitration clause), breach or termination thereof) or the Contest shall be resolved exclusively through binding arbitration, except that either party shall have the right, at its option, to seek injunctive relief, under seal to maintain confidentiality to the extent permitted by law, (i) in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan, or (ii) pursuant to the American Arbitration Association Optional Rules for Emergency Measures of Protection. A request by a party to a court of competent jurisdiction for such interim measures shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The parties agree that any ruling by the arbitration tribunal on interim measures shall be deemed to be a final award for purposes of enforcement. The arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the AAA including application of the Optional Rules for Emergency Measures of Protection as amended from time to time, except as modified by this clause or by mutual agreement of the parties and shall be governed by the United States Federal Arbitration Act. Within 14 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration shall be conducted in Detroit, Michigan, and the language of the arbitration shall be English. The arbitrators' award shall be final and binding. The arbitrators shall issue a written opinion setting forth the basis for the arbitrators' decision. The written opinion may be issued separately from the award by the arbitrators where necessary to preserve confidentiality, in the arbitrators' discretion. Each party shall bear its own fees and costs, and each party shall bear one half the cost of the arbitration hearing fees, and the cost of the arbitrator, unless the arbitrators find the claims to have been frivolous or harassing, which may include an award of legal fees and costs. Either party may apply to have the arbitration award confirmed, and a court judgment entered upon it. Venue for confirmation of or any challenge to the Arbitration Award shall be in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan and shall be done under seal to maintain confidentiality to the maximum extent permitted by law. The arbitrators shall have no authority to award punitive damages, or any other damages excluded herein, to the maximum extent permitted by law. Except as may be required by law, neither a party, its counsel, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

If you live in England, you can bring legal proceedings in respect of this Agreement in the English courts. If you live in Scotland, you can bring legal proceedings in respect of this Agreement in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of this Agreement in either the Northern Irish or the English courts. If you live in the Republic of Ireland, you can bring legal proceedings in respect of this Agreement in either the Irish or the English courts.

This Agreement may be amended or modified only by an agreement in writing signed by you and Bosch. If for any reason any condition of this Agreement is adjudicated to be unenforceable, that condition of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.