GOOGLE SUMMER OF CODE 2017 MENTOR PARTICIPANT AGREEMENT

(Organization Administrators and Mentors)

PLEASE READ THIS MENTOR PARTICIPANT AGREEMENT CAREFULLY. By registering and clicking “I agree to this Participant Agreement”, you agree to be bound by the terms of this Mentor Participant Agreement (“Agreement”) and it forms a binding legal agreement between Google Inc., having a principal place of business at 1600 Amphitheatre Parkway, Mountain View CA 94043 (“Google”), and you with respect to Google Summer of Code 2017 (the “Program”).

If you do not agree to these terms and conditions, please do not click the "I agree to this Participant Agreement" button and you may not participate in the Program.

The words "include" and "including" as used in this Agreement mean “including but not limited to.”

1. **Program Rules.** This Agreement incorporates the [Google Summer of Code 2017 Program Rules](#) (“Program Rules”). The Program Rules constitute part of this Agreement. All capitalized terms used herein that are not otherwise defined will have the meaning given them in the Program Rules.

2. **Representations and Warranties.** You represent and warrant that:

   1. you are eligible, as described in the Program Rules, to participate in the Program as an Organization Administrator or Mentor, as applicable;
   2. the information you provide about yourself during registration and in subsequent communications with Google is truthful and accurate; and
   3. in reviewing Project Submissions, you will not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital or veteran status or any other basis that is prohibited by applicable law.

3. **Submissions.**

   1. “Submissions” means any materials you submit to Google in connection with the Program.
   2. You retain all ownership rights you had in your Submissions before submitting them.
3. You grant Google a non-exclusive, worldwide, perpetual, irrevocable, free license (with the right to sublicense) to reproduce, prepare derivative works of, distribute, perform, display, and otherwise use your Submissions for the purpose of administering the Program and promoting Google Summer of Code.

5.

6. **Privacy.**

1. **How Google May Use Your Information.**

   1. Google will use the information you provide during registration and in any subsequent communications to administer the Program (including verifying eligibility to participate in the Program and sending notifications regarding the Program). This data may be transferred into the United States and will be maintained in accordance with Google’s [Privacy Policy](#).

   2. In addition to the uses set forth in Google’s [Privacy Policy](#), Google may use your information as follows:

      1. Google may use your information to respond to participation verification requests from third parties pursuant to school admissions applications, employment applications, and the like that you have submitted to such third parties.

      2. Google may use your aggregated, non-personally identifiable information for statistical purposes.

      3. Google and its agents may use your name, likeness, and statements without compensation to promote Google Summer of Code, including displaying it on the Program Website.

3. **Sharing Information.**
1. The display name you created during registration may be displayed publicly on the Program Website and any archives of the Program Website.

2. Google may share your contact information with other Organizations’ Members and third parties (such as shipping processors) to administer the Program.

4. Accessing Profile Information. You may access and review the personal information in your Program profile and edit such information through your profile during the Program period. If you would like to edit such information after the Program period, you may write to Google (Attention: Open Source Programs Office) at the address listed in the preamble above for further assistance.

7. **Indemnity.** You will indemnify Google and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from your acts or omissions in relation to the Program, including breach of this Agreement.

9. **Limitation of Liability.**

   1. Liability. IN THIS SECTION 6 (LIMITATION OF LIABILITY), “LIABILITY” MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, INCLUDING FOR NEGLIGENCE.

   2. Limitations. GOOGLE’S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES, WHICH WILL NOT EXCEED US$1,000 IN AGGREGATE.

   3. Exceptions to Limitations. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS GOOGLE’S LIABILITY FOR MATTERS FOR WHICH LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW.

10. **General.**

    1. Google’s Affiliates, Consultants, and Contractors. Google may use its affiliates, consultants, and contractors in connection with the performance of its obligations and exercise of its rights under this Agreement.

    2. Governing Law. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING
CALIFORNIA’S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

3. Assignment. You may not assign or delegate this Agreement or any part of it without Google’s prior written consent. Google may assign or delegate this Agreement or any part of it upon notification, which may be posted on the Program Website or sent to the contact information you provided upon registration.

4. No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

5. No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.

6. No Third Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

7. Amendments. Except as set forth in the Program Rules, any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

8. Entire Agreement. This Agreement sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.

9. Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

10. Translations. In the event of any discrepancy between the English version of this Agreement and a translated version, the English version will govern.

GOOGLE SUMMER OF CODE 2017 ORGANIZATION PARTICIPANT AGREEMENT

PLEASE READ THIS ORGANIZATION PARTICIPANT AGREEMENT CAREFULLY.

By registering and clicking “I agree to this Organization Agreement”, you agree to be bound by the terms of this Organization Participant Agreement (“Agreement”) and it forms a
binding legal agreement between Google Inc., having a principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("Google"), and your open source organization ("Organization") with respect to Google Summer of Code 2017 (the “Program”).

If you are accepting on behalf of your open source organization, you represent and warrant that (i) you have full legal authority to bind your organization to these terms and conditions, (ii) you have read and understand this Agreement, and (iii) you agree, on behalf of the organization that you represent, to this Agreement. If you don't have the legal authority to bind your organization to these terms and conditions, please do not click the "I agree to this Organization Agreement" button.

The words "include" and "including" as used in this Agreement mean “including but not limited to.”

1. **Program Rules.** This Agreement incorporates the Google Summer of Code 2017 Program Rules (“Program Rules”). The Program Rules constitute part of this Agreement. All capitalized terms used herein that are not otherwise defined will have the meaning given them in the Program Rules.

2. **Representations and Warranties.** The Organization represents and warrants that:
   1. it is eligible, as described in the Program Rules, to participate in the Program as an Organization;
   2. the information it provides about itself during registration and in subsequent communications with Google is truthful and accurate; and
   3. in reviewing Project Submissions, it will not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital or veteran status or any other basis that is prohibited by applicable law.

3. **Submissions.**
   1. “Submission” means any materials the Organization submits to Google in connection with the Program, including the Organization Application.
   2. The Organization retains all ownership rights it had in its Submissions before submitting them.
   3. The Organization grants Google a non-exclusive, worldwide, perpetual, irrevocable, free license (with the right to sublicense) to reproduce, prepare derivative works of, distribute, perform, display, and otherwise use its Submissions for the purpose of administering the Program and promoting Google Summer of Code.

5. **Privacy.**
1. How Google May Use Information Provided by the Organization.

1. Google will use the information provided by the Organization during registration and in any subsequent communications to administer the Program (including verifying eligibility to participate, sending notifications regarding the Program, and making payments). This data may be transferred into the United States and will be used and maintained in accordance with Google’s Privacy Policy.

2. In addition to the uses set forth in Google’s Privacy Policy, Google may use the Organization’s information as follows:

1. Google may use the Organization’s aggregated, non-personally identifiable information for statistical purposes.

2. Google and its agents may use the Organization’s name, logo, and statements without compensation to promote Google Summer of Code, including displaying it on the Program Website.

3. Sharing Information. In addition to the circumstances set forth in Google’s Privacy Policy, Google may share the Organization’s information as follows:

1. Those fields of the Organization’s profile labeled “public” may be displayed publicly on the Program Website and any archives of the Program Website.

2. Google may share the contact information of the Organization’s Members with other Organizations’ Members and third parties (such as shipping processors) to administer the Program.

4. Accessing Profile Information. The Organization may access and review the personal information in its Program profile and edit such information through its profile during the Program period. If the Organization would like to edit such information after the Program period, the Organization may write to Google (Attention: Open Source Programs Office) at the address listed in the preamble above for further assistance.

7. **Indemnity.** The Organization will indemnify Google and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent
arising from the Organization’s acts or omissions (including those of its employees and agents) in relation to the Program, including breach of this Agreement.

9. **Limitation of Liability.**
   
   1. **Liability.** IN THIS SECTION 6 (LIMITATION OF LIABILITY), “LIABILITY” MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, INCLUDING FOR NEGLIGENCE.
   
   2. **Limitations.** GOOGLE’S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES, WHICH WILL NOT EXCEED US$1,000 IN AGGREGATE.
   
   3. **Exceptions to Limitations.** NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS GOOGLE’S LIABILITY FOR MATTERS FOR WHICH LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW.

10. **General.**

11. 1. **Stipends.** Google is not required to pay any stipends to the Organization if (i) it breaches this Agreement, or (ii) any of its Members breaches the Mentor Participant Agreement or any applicable law or regulation.
   
   2. **Google’s Affiliates, Consultants and Contractors.** Google may use its affiliates, consultants, and contractors in connection with the performance of its obligations and exercise of its rights under this Agreement.
   
   3. **Governing Law.** ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROGRAM WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA’S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.
   
   4. **Assignment.** The Organization may not assign or delegate this Agreement or any part of it without Google’s prior written consent. Google may assign or delegate this Agreement or any part of it upon notification, which may be posted on the Program Website or sent to the Organization contact information provided upon registration.
   
   5. **No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
   
   6. **No Agency.** This Agreement does not create any agency, partnership, or joint venture between the parties.
   
   7. **No Third-Party Beneficiaries.** This Agreement does not confer any benefits on any third party unless it expressly states that it does.
8. Amendments. Except as set forth in the Program Rules, any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

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