

2025 \$1 MILLION INNOVATION INITIATIVE (i2) CHALLENGE GRANT AWARD TERMS & CONDITIONS

- The selected i2 Challenge Grantee will be eligible to receive grant funding of up to \$1 million, which will be distributed to the Challenge Grantee in tranches contingent on the Challenge Grantee achieving defined milestones set forth in the grant agreement entered by the Alliance Healthcare Foundation and the Challenge Grantee. Milestones will be formalized as an exhibit to the grant agreement and derived from the contents of applicant's proposed final plan (including a proposed budget) as described in its in-person presentation. No more than 15% of the budget may be allocated to indirect overhead costs. A sample of the grant agreement can be viewed [here](#).
- The Challenge Grantee will receive: (a) access to Alliance Healthcare Foundation's facility located in San Diego, CA for project meetings, space allowing and reserved ahead of time, and in accordance with current public health guidelines; (b) mentorship from experienced executives in partnership with our Innovation Partner, and (c) exposure to other funders and stakeholders.
- In the case where no applicant has successfully demonstrated potential in all the key evaluation elements, Alliance Healthcare Foundation reserves the right not to select any applicant to receive the i2 Challenge Grant.
- By submitting an application, you as an applicant agree to these i2 Challenge Grant Award Terms & Conditions in full which each applicant should read in advance of any grant submission. Applicants may submit only one application per organization.
- A prospective applicant will not be eligible to submit an i2 Challenge Grant application and participate in the i2 competitive grant process if it does not affirmatively agree to abide by the Terms & Conditions, specifically including that the selected grantee must meet agreed upon milestones before the grantee will receive the full grant amount.
- By submitting an application, you as an applicant represent, warrant and covenant to AHF that you have read these Terms & Conditions, and the descriptions and other content included in the i2 Challenge Grant application, in full and understand them, and further that all information and materials submitted and contained in the application (collectively, including without limitation ideas, discoveries, know-how, inventions, proposals, plans, designs and developments and any versions or derivatives of the foregoing, "Submitted Materials") (a) are complete, accurate, true and current in all respects, (b) are exclusively owned by you the applicant, and that you have all rights, authorizations and consents necessary to provide such Submitted Materials to AHF and to grant rights to AHF to use such Submitted

Materials in furtherance of AHF's mission, and (c) will not, and any and all permitted uses will not, infringe or violate any laws, regulations or third party rights.

- By submitting an application, you as an applicant further agree that if you are the Challenge Grantee and you fail to meet all applicable grant-related milestones or subsequently abandon or otherwise do not pursue the proposed solution, or if you receive Phase 2 or Phase 3 grant funding and subsequently abandon or otherwise do not pursue the proposed solution, you will collaborate with AHF to grant to AHF or to another Section 501(c)(3) organization a worldwide, non-exclusive, royalty-free license to use, practice, copy, modify and otherwise use any Submitted Materials to pursue the proposed solution for charitable purposes.
- By submitting an application, you as an applicant agree that the Submitted Materials shall not include or involve (and such applicant will not transmit or disseminate or permit the transmission or dissemination of): any discriminatory, defamatory, disparaging, threatening, abusive or otherwise objectionable content; any content that violates the rights of any party; any content that violates any applicable AHF or i2 terms, rules, policies or procedures, or any applicable laws or regulations; or any content that includes or could trigger any harmful code (or other harmful or unauthorized materials). In addition, you as an applicant agree that you will not engage in, or permit, any of the following conduct: make any statement related to AHF, i2 or any other applicant that, in AHF's opinion, is false, misleading, unauthorized, disparaging or otherwise harmful or inappropriate; use any name or trademarks of AHF or i2 in any marketing or publicity without AHF's prior written consent in each instance; or engage in any negligent, harmful, dangerous, threatening, abusive, infringing, discriminatory, unethical or illegal activities in connection with i2 or AHF.
- Except with respect to seeking preliminary injunctive relief in a court of competent jurisdiction in connection with the protection or enforcement of intellectual property rights, any dispute, claim, cause of action or proceeding arising out of or relating to i2 (or the application or award process) shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in San Diego, California. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Any dispute, claim, cause of action or proceeding arising out of or relating to i2 (or the application or award process) shall be resolved individually, without resort to any form of class action.
- You as an applicant must execute and return, and the receipt of any grant funds (or other recognition) by an applicant from AHF is conditioned upon and subject to such applicant executing and returning, AHF's designated liability and publicity release. The liability release will include that you as an applicant, to the maximum

extent permissible under applicable law, release AHF and its officers, directors, employees, staff and agents (collectively, "Released Parties") from and against any claim or cause of action of any kind arising out of or relating to participation in any i2 program, prize or application process, including without limitation any claim relating to any AHF programs or activities that may be similar to or related to any Submitted Materials (or any program or activities described or contemplated therein). By submitting an application, you as an applicant acknowledge that Released Parties have neither made nor are in any manner responsible for any warranty, representation or guarantee of any kind related to or arising from any i2 program, grant award or application process.

- AHF reserves the right, in its sole discretion, to disqualify any applicant that AHF finds or reasonably suspects to be acting in violation of any applicable i2 terms, rules, policies or procedures. If for any reason an i2 program is not reasonably capable of running as planned, AHF reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the i2 program, or any portion thereof, at any time.
- These terms and conditions and those of the grant cannot be modified or changed except in a writing executed by applicant and AHF.

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