



**AGREEMENT TO PARTICIPATE IN THE WAYNE STATE UNIVERSITY
RESEARCH AND TECHNOLOGY PARK (d/b/a TECHTOWN)
DTX Launch Detroit Program**

Date: _____

Venture Name: _____

Address: _____

Launch Detroit is an entrepreneurial program of the Detroit Technology Exchange (DTX), designed to help college students and recent graduates explore their entrepreneurial potential, while attracting and retaining talent in the city of Detroit.

PROGRAM FEATURES

The program runs from 24 May through 4 August 2016.

The program provides a \$2,500 per person stipend (up to \$7,500 per team), which will be paid in five installments, to full-time team members.

The program provides collaborative workspace at TechTown (440 Burroughs St., Detroit).

The program meets each Tuesday and Friday, as a cohort, typically for half-day sessions. Additional cohort sessions may be scheduled on an *ad hoc* basis.

The program is based on entrepreneurial concepts from the *Business Model Generation*, by Osterwalder and Pigneur; and Value Proposition Design, by Osterwalder *et al.*, both of which will be provided to you. Facilitator-led sessions will cover the concepts and entrepreneurial approaches of these texts.

The program also provides coaching and access to subject-matter experts.

The program provides an opportunity to participate in the DTX Showcase, scheduled for 4 August 2016. The DTX Showcase provides the chance to meet potential supporters, including strategic partners, advisors and investors.

YOUR INDIVIDUAL OBLIGATIONS

You agree to attend a program orientation session on May 24, 2016.

You agree to participate in the Launch Detroit program and the activities listed in the Program Features section, and at least two of your team members will participate on a full-time basis (40+ hours/week/team member). All full-time participants are expected to arrive on-time to all cohort meeting and to stay for their full duration. Attendance will be taken.

You agree to on a bi-weekly basis: meet with coaches; provide progress updates; make presentations on your venture's development; other requirements that might be made.

You agree to complete pre-session learning assignments and homework, including conducting 100 customer discovery interviews.

To foster interaction between the venture teams, you agree to work out of the designated program space at TechTown when not out of the building conducting customer interviews.

You recognize that you are in a shared work environment and that you must be respectful of other ventures' space and property. You will be considerate of your noise level so that you do not negatively affect others' ability to work in the shared environment.

You agree to keep shared spaces neat and orderly, including kitchen and conference room facilities.

You recognize that participation in the DTX Showcase is contingent upon satisfactorily accomplishing the program objectives. Your participation will be determined by TechTown.

VENTURE OBLIGATIONS

In the event that you move forward to establish a business, you agree that you will make your best effort to locate the business in the city of Detroit.

Confidential Information Non-Disclosure Policy

You understand that while participating in the program, you may be exposed to confidential or proprietary information belonging to others, including discoveries, technologies, ideas, concepts, papers, codes, designs, drawings, specifications, techniques, models, prototypes, data, documentation, manuals, diagrams, research and other know-how. The program requires a relationship of confidence and trust between you and the other program participants with respect to any confidential or proprietary information of others. Therefore, you agree that you will not publish or otherwise disclose any confidential or proprietary information of others to any third party, nor use any such confidential information for the benefit of either yourself or anyone else. You understand that you will be responsible for safeguarding your own confidential information and that you may wish to have third parties with access to your confidential information execute confidentiality agreements to protect it. You hereby represent, warrant and covenant that your activities do not, and will not, infringe the proprietary and/or intellectual property rights of any third party.

Metrics Reporting Agreement

As a participant of Launch Detroit you agree to the following metrics reporting requirements:

- Provide business financial data as requested
- Complete surveys on an annual basis, or as required
- Provide economic data such as gross sales, total payroll, and number of employees on an annual basis, or as required, and for a period of five years after program completion

Marketing Agreement

You agree that TechTown may use your venture's name, logo and non-proprietary company information for promotional purposes. This may include, but is not limited to, websites, annual reports, research papers, articles, marketing materials, television, radio, and print media, and testimonial statements. You also agree that TechTown may take photographs or video of events or activities which include the image of you and your team. You consent to TechTown's use of

those representations in its marketing and public relations activities without obtaining further consent.

You are prohibited from using TechTown's name or logo in any way without first obtaining express written permission from TechTown's marketing department. In cases where permission is granted, TechTown's identity may only be used in accordance with its terms of use.

Responsibility for Property

You understand you will be in a shared facility; as such, there may be a number people from various entrepreneurial entities working in these shared facilities at any given time. You fully understand that it is entirely up to you, and it is your responsibility, to safeguard all of your personal property, including securing and maintaining any insurance against loss or damage to any such property. You are solely responsible for any loss of property that may occur.

Compliance with Law

You agree that you shall duly observe and conform to all requirements of governmental authorities relating to the conduct of your business, or to your property or assets, including, when and as applicable, attaining and maintaining workers compensation insurance.

Term; Termination

We expect that you will devote significant effort to the program over the course of the 10-weeks. Prior to such time we may terminate this agreement without cause by providing 24 hours advance written notice by email. If terminated, stipend payments will be ceased. If due to the termination of a team member, a team is left with only one person, that person will also be removed from the program. This Agreement terminates on Aug. 15, 2016, except the terms stated under Confidential Information Non-Disclosure Policy and Metrics Reporting Agreement.

Indemnification

You shall indemnify, defend and hold each of TechTown and their respective officers, employees, agents and consultants, harmless from and against any and all claims, lawsuits and other civil actions or proceedings commenced or threatened against any such indemnified party by any third party ("Third Party Claims"), and damages, awards, losses, liabilities, settlements, judgments, costs and expenses (including, without limitation, interest awards, litigation costs, and attorneys' fees awards) incurred by any such indemnified party and resulting from or arising out of Third Party Claims ("Losses"), in each case, to the extent resulting or arising from (i) the material untruth, inaccuracy or breach (or any facts or circumstances constituting such untruth, inaccuracy or breach) of any of the representations, warranties and/or agreements made by you herein or in any other agreement between you and TechTown and/or (ii) your acts, omissions and operations at the TechTown facility.

Neither TechTown nor any of their respective officers, employees, agents and/or consultants, assume any responsibility and shall not be held liable for the success or failure of the individuals, company or respective team's business development or fund raising efforts, nor is there any assumption of a fiduciary responsibility for the use of any investment and/or loans to the venture.

Read and Agreed:

Sign: _____

Printed Name: _____

Date: _____

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Sign: _____

Printed Name: _____

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