

1. NO COMPENSATION OR BENEFITS.

The Program is a voluntary training program offered free of charge to qualified and accepted students, teachers, and school faculty members. As a participant, you will not be considered an employee of Unity. You will not be entitled to any compensation or benefits paid or made available by Unity to its employees, including, without limitation, any vacation or illness payments, or to participate in any plans, arrangements or distributions made by Unity pertaining to any bonus, stock option, profit sharing, insurance or similar benefits.

2. OWNERSHIP AND LIKENESS.

2.1 Ownership

You hereby grant Unity a non-exclusive, irrevocable, perpetual, royalty-free, worldwide license to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any work product you create in connection with the Program, including, without limitation, concepts, works, inventions, information, drawings, designs, programs, or software.

2.2 Likeness

Unity reserves all rights, including the right to edit, publish, use, adapt, modify or dispose of any work product/description, likenesses, and photographs for advertising and promotional purposes in all media (including, but not limited to, the internet) without additional compensation, except where prohibited by law.

3. CONFIDENTIALITY AND NON-DISCLOSURE.

Without limiting any separate agreement between yourself and Unity concerning Unity's confidential information, including, without limitation, any Unity Nondisclosure Agreement you might enter into, you agree that you will not publish, disclose, or otherwise divulge or use (other than as expressly permitted under the terms and conditions of the Program) any Confidential Information of Unity without the prior written consent of Unity in each instance. "Confidential Information" means all information and material that is transmitted by Unity to you (or otherwise developed or obtained by you) in connection with your participation in the Program that you should reasonably have understood due to legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to Unity, including, without limitation, any information or material relating to products, services, vendor lists, customer lists, prospect lists, pricing and sales information, and business strategies and plans. You will exercise at least the same amount of diligence in preserving the secrecy of the Confidential Information as you use in preserving the secrecy of your own most valuable confidential information, but in no event less than reasonable care. Confidential Information does not include information or material that you can document (a) is publicly available through no action or fault of yours; (b) was already in your possession or known to you prior to being disclosed or provided to you by Unity, provided that the source of such information or material was not obligated in any way to maintain its confidentiality; (c) was or is obtained by you from a third party, provided that such third party was not obligated in any way to maintain its

confidentiality; or (d) is independently developed by you without reference to any Confidential Information.

A. *Definition.* “**Confidential Information**” means any non-public information that relates to Unity, including without limitations, the terms and conditions of this Agreement, technical data, know-how, trade secrets, product plans, markets, services offerings, customer lists and customers (including, but not limited to, customers of Unity on whom you became acquainted during the term of this Agreement), software, research and developments, inventions, processes, formulas, designs, drawings, hardware configurations or finances. Confidential Information does not include information that (i) is known to you at the time of disclosure to you by Unity as evidenced by your written records, (ii) has become publicly known and made generally available through no wrongful act of yours or (iii) has been rightfully received by you from a third party who is authorized to make such disclosure.

B. *Nonuse and Nondisclosure.* You will not, during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose other than the performance of Services on behalf of Company or (ii) disclose Confidential Information to any third party. You agree that all Confidential Information will remain the sole property of Unity. You agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Without Unity’s prior written approval, You will not directly or indirectly disclose to anyone the existence of this Agreement or the fact that You has this arrangement with Unity. You agree that you will not provide to Unity’s any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

C. *Return of Materials.* Upon the termination of this Agreement, or upon Unity’s earlier request, you will deliver to Unity all of Unity’s property, including but not limited to all electronically stored information and passwords to access such property, and Confidential Information that You may have in your possession or control.

4. TERM AND TERMINATION.

4.1 Term.

The term of this Agreement will begin on acceptance by Unity and will continue until the earlier of when you terminate your affiliation with a school as a student, teacher, or member of faculty, or upon written notice from either you or Unity.

4.2 Survival.

These Terms and Conditions that, by their sense and context, are intended to survive the completion or termination of the Program shall so survive the completion or termination of the Program and these Terms and Conditions including, without limitation, Sections 2, 3, 4, and 5.

5. MISCELLANEOUS

5.1 Nature of the Relationship.

We're each independent entities with respect to the subject matter of these Terms and Conditions. Nothing contained in these Terms and Conditions or in the Program will be deemed or construed in any manner whatsoever to create a partnership, joint venture, employment, agency, fiduciary, or other similar relationship between us, and neither of us can bind the other contractually. You hereby agree that you neither have nor will give the appearance or impression of possessing the legal authority to bind or commit Unity in any way except as provided in these Terms and Conditions.

5.2 Assignment.

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, Unity may assign these Terms and Conditions in their entirety, with or without your consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms and Conditions shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

5.3 Governing Law; Venue.

These Terms and Conditions shall be governed by the laws of the State of California, without regard to any choice of law provisions. All legal proceedings relating to or arising out of these Terms and Conditions must be brought exclusively in the state or federal courts sitting in the City and County San Francisco, California and each party agrees that jurisdiction and venue for any such legal proceedings shall lie exclusively with such courts.

5.4 Severability.

If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

5.5 Waiver.

Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto. Any waiver or failure to enforce any provision of these Terms and Conditions on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

5.8 Entire Agreement.

These Terms and Conditions represent the entire understanding of the parties with respect to the subject matter hereof and will supersede all prior agreements and communications of the parties, oral or written.

