

TERMS AND CONDITIONS for the KLM-SCHIPHOL AUTOMATED BAGGAGE HANDLING CHALLENGE

1. LEGAL TERMS: By submitting an Entry (as defined herein) to the KLM-Schiphol Automated Baggage Handling Challenge (the "Competition"), you are agreeing to be bound by the following legal terms ("Terms and Conditions"). The Terms and Conditions also incorporate by reference the additional terms specified at <https://ninesights.ninesigma.com/web/guest/terms-of-use>. THESE TERMS AND CONDITIONS SUPERSEDE ANY OTHER RULES AND TERMS & CONDITIONS ON THE WEBSITE OF ADMINISTRATOR NINESIGMA TO THE EXTENT THERE IS ANY CONFLICT OF TERMS.

2. SPONSORS; ADMINISTRATOR: The Competition is administered by NineSigma ("Administrator"), NineSigma Europe BVBA - Koning Leopold I-Straat 3, 3000 Leuven, Belgium on behalf of KLM Royal Dutch Airlines ("KLM", or "Prize Sponsor"), P.O. Box 7700, 1117 ZL in Schiphol, The Netherlands and Amsterdam Airport Schiphol ("Schiphol", or "Prize Sponsor"), P.O. Box 7501, 1118 ZG in Schiphol, The Netherlands. Administrator NineSigma and Prize Sponsors KLM and Schiphol are collectively referred to as "Competition Sponsors" or "Sponsors."

3. COMPETITION DATES: For the Competition schedule please visit our page on the NineSigma website: <https://ninesights.ninesigma.com/contests> (the "Competition Website").

4. GENERAL INFORMATION: Participation is subject to all federal, state and local laws and regulations.

Void where prohibited or restricted by law. Multiple Entries are permitted. Each Entry will be reviewed independently. Multiple individuals or entities may collaborate to submit a single Entry, but a single individual must be designated as an official representative for each Entry. You are responsible for checking applicable laws and regulations in your jurisdiction before participating in the Competition to make sure that your participation is legal. You are responsible for abiding by your employer's policies regarding participation in the Competition. Sponsors disclaim any and all liability or responsibility for disputes arising between you and your employer related to this Competition. You are responsible for all taxes and reporting related to any award that you may receive as part of the Competition.

5. ELIGIBILITY: The Competition is open to all individuals over the age of 18 years or the age of majority in said individual's geographic location and to all validly formed legal entities that have not declared or been declared in bankruptcy. Employees and contractors of KLM, Amsterdam Airport Schiphol and NineSigma and any of their respective affiliates or subsidiaries are not eligible to enter.

You are solely responsible for all equipment, including but not necessarily limited to, a computer and modem necessary to establish a connection to the World Wide Web; access to the World Wide Web and any related telephone, data, hosting or other service fees associated with such access, as well as all costs incurred by you or on your behalf in participating in the Competition.

6. HOW TO ENTER: To enter, you must first create an account on ninesights.ninesigma.com (unless you already have such an account, in which case you need not create another account). All of the registration information that you provide to the Sponsors is collectively referred to as your "Account." At the Competition Website you will find further instructions and the required Response Template. You

must submit your completed proposal (i.e., your description of the proposed design and its improvement over the current standard, supporting data if available, your experience and background, and supplemental files if desired, collectively your "Entry") using the Response Template and following the instructions provided on the Response Template. By submitting an Entry, you agree that (a) your Account is complete, correct and accurate and (b) your registration may be rejected or terminated and all Entries submitted by you may be disqualified if any of the information in your Account is (or Sponsors have reasonable grounds to believe it is) incomplete, incorrect or inaccurate. You are solely responsible for your Account. Each registrant is referred to as an "Entrant" in these Terms and Conditions and as "Entrant" or "Respondent" on the Competition Website.

All Entries must be in English. Entry attachments may be submitted in .pdf, .xls, .xlsx, .doc, docx, .ppt, or .pptx formats. Links to publicly available online videos or supplemental information (e.g., YouTube) can be included in your Entry.

Sponsors are not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Entries or other communications, (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of Entry materials, loss or otherwise. Sponsors are not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. Sponsors disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading of information in connection with, the Competition.

Sponsors reserve the right to modify, remove or add data to the Competition Website upon notice to Entrants through their Accounts, via email using the email address associated with their Accounts and/or by such other reasonable means as Sponsors may determine. Sponsors reserve the right in their sole discretion to extend or modify the dates of Challenge and/or Entry submission dates, and to change the terms of these Terms and Conditions governing any portion thereof taking place after the effective date of any such change upon notice to Entrants, via email using the email address associated with their Accounts and/or by such other reasonable means as Sponsors may determine. Entrants are urged to consult the Competition Website regularly during the Competition.

Sponsors shall have the right to remove any blog comment or posting related to the Competition from the Competition Website in their sole discretion at any time and for any reason.

BY REGISTERING FOR THE COMPETITION, YOU ACCEPT THE CONDITIONS STATED IN THESE TERMS AND CONDITIONS, AGREE TO BE BOUND BY THE DECISIONS OF THE JUDGES AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE COMPETITION. IF YOU DO NOT ACCEPT ALL OF THESE TERMS AND CONDITIONS, THEN PLEASE DO NOT SUBMIT TO THE COMPETITION. WE RECOMMEND THAT YOU PRINT A COPY OF THESE TERMS AND CONDITIONS FOR YOUR FUTURE REFERENCE.

7. COMPETITION OBJECTIVE:

The objective of the Competition is to find fully automated solutions for the four different categories in the baggage handling process.

8. ENTRY CRITERIA GUIDELINES:

Entrants will submit a fully filled out solution template with preferably images or video to support their submission.

Prize Sponsors' current machines and processes, upon which all submissions should base their improvements and modifications, can be found at:

<https://ninesights.ninesigma.com/contests>

Novel or innovative methods of improving this process are encouraged. Entries should accomplish one or more of the following:

- Reliable proof of concept of new solution or proof of concept of comparable technology
- Credibility – scalable solution to be implemented within 2-4 years
- Convincing business case – if solution is scaled, it will solve operational needs and be cost-efficient
- Clear proposal for pilot project
- Requires limited adjustments to existing infrastructure
- Does not damage Baggage
- Has sufficient speed

Entries will be evaluated using Entry judging criteria (defined herein). Up to four (4) of the most promising Entries will be selected as Prize Winners and receive the awards (described herein).

9. INTELLECTUAL PROPERTY RIGHTS:

By simply submitting an Entry and participating in this Competition, you are not granting Sponsors any rights to any patents or pending patent applications related to the technology described in your Entry and Sponsors make no claim to ownership of your Entry or any intellectual property that it may contain.

By submitting an Entry and participating in this Competition, you do grant Sponsors certain limited rights as set forth in these Terms and Conditions. By submitting an Entry, you consent to the use, by Sponsors, their affiliates, subsidiaries, parents, and licensees, of your name, likeness, image, biographical information, prize information (if an award winner), your company or institution name (if your Entry is from a company or institution) and any other personal data submitted with your Entry in connection with the Competition, in any media or format now known or hereafter invented, in any and all locations worldwide, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant herein, you agree that Sponsors use of your personal data will be governed by the Privacy Policy posted on <https://ninesights.ninesigma.com/>.

You agree that nothing in the Terms and Conditions grants you a right or license to use the KLM or Amsterdam Airport Schiphol name or any KLM or Amsterdam Airport Schiphol trademark or service mark. You grant to Sponsors the right to include your company name (if your Entry is from a company) as an Entrant on the Competition Website and in materials related to Sponsors promotion of the Competition. Other than these uses, you are not granting Sponsors any rights to your trademarks.

10. Business Relationship:

Entries: You acknowledge that the intent of the Competition is to encourage people to suggest their ideas and innovations to Prize Sponsors. Participation in this Competition does not create an obligation on either your part or Prize Sponsors' part to negotiate or enter into any business relationship or to sign any commercial agreement. Except as may otherwise be provided in these Terms and Conditions, you are free to discuss your Entry and the ideas or technologies that it contains with other parties and you are free to contract with any third parties as long as it does not create a bar to patentability and you do not sign any agreement or undertake any obligations that conflict with any agreement that you have entered into or enter into with Prize Sponsor regarding your Entry.

Prize Winners, Prize Sponsors and Prize Winner may negotiate in good faith a further business relationship with each other that is mutually acceptable, but neither Prize Sponsors nor Prize Winner is under any obligation to enter into such a relationship.

11. PRIVACY:

By entering this Competition, you acknowledge and agree that Sponsors will have access to and use of any personal data provided in connection with your Entry for purposes of this Competition only, as described in the Terms and Conditions.

12. CONFIDENTIALITY:

Since Sponsors do not wish to receive or hold any submitted materials "in confidence," it is agreed that, with respect to your Entry, no confidential relationship or obligation of secrecy is established between Sponsors and you, the company you represented when submitting an Entry, or the owner of any part of your Entry. Sponsors shall have no liability or responsibility for use by any other individual or Entity of any aspect of your Entry.

13. WARRANTIES:

By submitting an Entry, you represent and warrant that all information in your Entry and that you submit via the Competition Website is true and complete to the best of your knowledge, that you have the right and authority to submit the Entry and disclose the information therein on your own behalf or

on behalf of the persons and entities that you specify within the Entry, and that your Entry (both the information and materials submitted in the Entry and the underlying technology/method/idea described in the Entry): (a) is your own original work and representative of your capability, or is submitted by permission with full and proper credit given within your Entry; (b) does not violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) does not contain malicious code, such as viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information; (d) does not and will not violate any applicable law, statute, ordinance, rule, regulation, confidentiality agreement or other agreement; (e) does not trigger any reporting or royalty or other obligation to any third party.

A breach of any warranty set out in this provision of the Terms and Conditions will result in the corresponding Entry being invalid. In addition, you agree to indemnify Sponsors against all loss, damages and costs incurred by the Sponsors arising from your breach of the warranty.

14. JUDGING:

Judging –Entries will be evaluated by a panel of at least (3) three judges (the “Judges Panel”) comprised of KLM and Amsterdam Airport Schiphol employees with expertise in the field of baggage handling and automation.

Entries will be evaluated based on (compliance with) the Entry Criteria Guidelines (as specified above). For the most recent timeline, visit the Competition Website. Up to four (4) Entries that meet the Judging Criteria can be selected as Prize Winners.

ALL DECISIONS OF NINESIGMA, KLM, Amsterdam Airport Schiphol AND THE JUDGES PANEL WILL BE FINAL AND BINDING ON ALL MATTERS RELATING TO THIS CHALLENGE.

15. AWARDS:

Sponsors will announce the winners, and their respective cash award (“Award”) via the Competition Website, as well as further requirements for receiving the awards.

Up to (4) four Entries will each be awarded a prize of 10.000 EUR, as well as the opportunity to collaborate with KLM and Amsterdam Airport Schiphol on execution, testing and optimization of Entrant’s solution. The potential Prize Winners will be notified by NineSigma (see Competition Website for exact date). Prize Sponsor reserves the right to award fewer than the maximum number of Awards noted if, in Prize Sponsor’s sole discretion, an insufficient number of eligible Entries meet the Judging Criteria. Prize Sponsor may, at its own discretion and based on the merits of the proposed technology, explore funding an Entry for further development and/or commercialization, even if the Entry is not a Prize Winner.

All potential winners will be notified by the e-mail address provided in the submission document and may be required to complete further documentation confirming their eligibility. Return of any notification as “undeliverable” will result in disqualification. Prize awards are subject to verification of eligibility and compliance with these Terms and Conditions. Sponsors reserve the right to examine Entries for compliance with the Competition Terms and Condition. -Winners may, subject to applicable laws and regulations, be screened to ensure they are not included on any Government Watch list.

As a further condition of receipt of the prize, the Team representative (if Prize Winner is a part of a company team or department) must agree to participate in a 4 hour interview session at Amsterdam Airport Schiphol with representatives of the Prize Sponsors (see Competition Website for exact dates). Prize Sponsors reserve the right in their sole discretion to waive this obligation. Prize Sponsors will pay for airfare and accommodation of a maximum of 2 persons of the Prize Winner’s team in case he/she is coming from outside the Netherlands.

All decisions of the Sponsors and judges panel will be final and binding on all matters relating to this Competition. After verification of eligibility and receipt of the requisite documents, Awards will be distributed by means of a transfer to a bank account indicated by the official representative specified in the winning Entry. That official representative will have sole responsibility for further distribution of any cash Award among participants in a group Entry or within a company or institution that has submitted an Entry through that representative. No substitution or transfer of prizes is permitted.

All Awards are a one-time offer and there is no offer of licensure, royalty, or other financial compensation implied beyond the Award. You are responsible for all taxes and reporting related to any Award that you receive as part of the Competition.

This is a contest of skill. Whether or not your Entry is determined as a winner depends on how your Entry compares to the other Entries submitted in the Competition when evaluated based on the Judging criteria.

16. LIMITATION OF LIABILITY:

By participating in the Competition, you agree to release, indemnify and hold harmless KLM, Amsterdam Airport Schiphol, NineSigma, and their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, shareholders, and employees (collectively, “Sponsor Entities”) from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys’ fees) resulting from or arising out of your participation in, association with or submission to the Competition (including any claims alleging that your Entry infringes, misappropriates or violates any third party’s intellectual property rights). Sponsor Entities are not responsible for any miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software or virus, or incomplete, late or misdirected Entries. Any compromise to the fair and proper conduct of this Competition may result in the disqualification of an Entry, termination of the Competition, or other remedial action, at the sole discretion of the Sponsors. KLM, Amsterdam Airport Schiphol and NineSigma reserve the right in their

sole discretion to extend or modify the dates of the Competition, and to change the terms of these Terms and Conditions governing any Phase or portion thereof taking place after the effective date of any such change. By entering, you agree to these Terms and Conditions and to all decisions of KLM, Amsterdam Airport Schiphol, NineSigma, and/or all of their respective agents, which are final and binding in all respects.

17. NO OBLIGATION:

You acknowledge that multiple participants may submit Entries that contain designs, concepts or technologies similar to your Entry and that KLM, Amsterdam Airport Schiphol and/or its respective subsidiaries and business partners may already be investigating or developing technical solutions or business activities that are related or similar to those that you disclose in your Entry. You acknowledge and agree that KLM and Amsterdam Airport Schiphol's actions with respect to another Entry or one of its own solutions or business activities, even if similar to your Entry, shall not create in KLM and Schiphol any liability to you or others. Further, KLM and Schiphol are not or shall not be restricted in any way from pursuing, developing, or commercializing, in any way that they see fit, independent of you and at its sole discretion, any technology that is created independent of your Entry. For the avoidance of doubt, you acknowledge that KLM and Amsterdam Airport Schiphol are not obligated to take any action whatsoever with regard to your Entry.

18. SEVERABILITY:

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.

19. WAIVER:

By entering the Competition, you waive all rights to seek injunctive or equitable relief, or to claim punitive, incidental or consequential damages, or attorneys' fees.

20. APPLICABLE LAW:

You agree that these terms and the relationship between you and the Sponsors shall be governed by the laws of the Netherlands.

You acknowledge and agree that all aspects and content of your Entry, including the Entry IP (as defined herein), shall be treated as if made in the Netherlands and its laws relating to patents, inventions, assignments and compensation shall supersede the relevant laws of any country in which the Entry, including the Entry IP, may have been conceived and/or made.

You specifically acknowledge that you accept the practices and policies outlined in these Terms and Conditions and in the Privacy Policy for the Competition Website and consent to having your submission transferred to and processed in the Netherlands.