

Terms & Conditions - Accuracy Unlocked

The company BeMyApp, a French company with a capital of 1.250,00 euros, whose registered office is located 18 Boulevard Michelet, 13008 Marseille, France - company registration number B 523 824 258 (Marseille RCS) - is organizing on behalf of the company Deutsche Telekom AG, a Germany-based company whose registered office is located Friedrich-Ebert-Allee 140, 53113 Bonn, Germany (hereafter referred to, collectively, as “Organizer”) an Acceleration Program called “Accuracy Unlocked” (hereafter referred to as “Program or Acceleration Program”) from March 4th to August 11th.

ARTICLE 1 – ELIGIBILITY

This Program is intended for participation only by residents of UK, France, Belgium, Netherlands, Luxemburg, Germany, Austria, Switzerland, Sweden, Denmark and Northern Italy shall be construed according to, and governed exclusively by the law applicable in the Organizer’s country.

This Program is not open to participants who are not legal residents of one of the eligible jurisdictions at the time of entry or who otherwise do not fall within the eligibility requirements set forth in these T&Cs below.

No purchase necessary to enter or win.

“Accuracy Unlocked”, (hereafter referred to as the “Program” or “Acceleration Program”) is offered and open only to legal residents of the Eligible Jurisdictions (a) who at time of entry are 18 years of age or older and at least the age of majority in his or her jurisdiction or residence, (b) have agreed to participate in the Acceleration Program, and agreed to these T&Cs, by providing all required information and registering on accuracy-unlocked.hubraum.com; (c) individuals/ start-ups/ companies; and (d) who improve their existing applications/products with GNSS Positioning and create a use case to be found at accuracy-unlocked.hubraum.com.

Employees, consultants, officers and directors of Deutsche Telekom, Hubraum, Swift Navigation and BeMyApp, and employees, contractors, officers, and directors of other organizing entities (collectively referred to herein as the “Program Entities”), and their immediate family members (spouse, siblings, children, and parents) and those living in the same household as such individuals (whether or not related) are not eligible to enter.

This document sets out the terms and conditions (T&Cs) for participation in the Program. In addition, participants shall be required to enter into the following additional agreements: (i) Swift Starling and Skylark Evaluation Agreement (software licence), (ii) [Testing and Evaluation Agreement](#) (loan of hardware) and (iii) Investment Option Agreement, (all agreements hereafter collectively referred to as **Programme Agreements**)

It is a condition of participation in the Programme that the participant enters into all four of the Programme Agreements. Each agreement shall be standalone in respect of its individual subject matter and collectively these Programme Agreements form the entirety of the understanding between the Participant and the Programme Organizer.

ARTICLE 2 – PROGRAM PHASES

The program starts on March 4th and ends on August 11th (“Program Period”). All times referenced herein are CET. A selection phase will follow where max 20 teams will be invited to a selection interview. Thereafter, the organizer will choose the top 10 teams to move on to the acceleration phase. Between April 26th and May 10th, Deutsche Telekom will ship devices to the chosen teams. The supply of the Devices shall be subject to the Device Supply Agreement, the terms of which are deemed incorporated into these Terms and Conditions. Every team must deliver a roadmap with individual touch points throughout the program by May 10th. The acceleration program will end with a pitch in front of a panel of experts. There are two possibilities to pitch in front of the panel, the first one is on July 14th. For the teams who did not finish their use case before July 14th, there is a second chance to pitch in front of the panel of experts on August 11th.

ARTICLE 3 – APPLICATION PROCESS

This Program reaches out to companies and start-ups with knowledge and experience in the GNSS technology. The companies/start-ups should have an existing product or one currently in development that could be improved with precise positioning. The goal is to create a use case around this technology.

Every person/start-up/company wishing to participate can apply online on the dedicated website for the Program accessible at the following address: accuracy-unlocked.hubraum.com. It is required that every individual participant or one member per start-up/company is applying. Nonetheless every applicant (individuals and in a team) must provide the following information: last name, first name, date of birth, address, phone number, email and their profile for the purpose of the Program, as suggested on the website. This information is required for the completion of their application.

Each candidate guarantees that the information entered during his/her application to the Program is complete and accurate. Any false, incorrect or incomplete information will automatically result in the application being rejected.

You may enter as many unique applications as you like. The same application cannot be entered into this Program more than one time, or by more than one Participant, and in such an event, all Participants and all Entries may be disqualified.

The Organizer reserves the right to reject an application at any time if the profile of the Participant does not comply with the Program standards.

Program Entities assume no responsibility for lost, late, incomplete, inaccurate, stolen, misdirected, or illegible entries; nor for any computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor for service provider, Internet, web sites, user net accessibility or availability, traffic congestion, or unauthorized human intervention or any technical error; nor for unauthorized human intervention, human error, or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information.

Participation in the Program is subject to the Participants entering into all four Programme Agreements as described in Article 1 above.

ARTICLE 4 – ENTRY WARRANTY

By entering this Program, each Participant hereby represents, warrants and agrees to produce written evidence of such if requested, that: (i) The Entry, in whole and in part (the “Entry” shall include any materials provided in connection with the Entry), does not violate or infringe upon any third party rights, including proprietary or intellectual property rights such as copyrights, trademarks, patents, trade secrets, personal or moral rights, or any other rules or regulations;

(ii) The Entry, in whole and in part, is submitted to the Program by or with the permission of all persons (living or deceased), venues and/or entities who worked on, were engaged to work on, or contributed in any respect to the Entry or any part thereof, who are depicted (directly or indirectly) in the Entry by name, likeness, voice, image or any other information or indicia of persona, or who otherwise have any right, title and interest in and to the Entry or any part thereof (including but not limited to rights arising from a work for hire relationship), and all such persons, venues, and/or entities have provided their written consent to submission of the Entry and its use pursuant to these Terms and Conditions;

(iii) Participant has all other rights, licenses, permissions, and consents necessary to submit the Entry and to grant all of the rights granted to the Program Entities in these T&Cs (and in any written Agreement signed by Participant), and the exercise thereof by the Program Entities and/or the use by them of the rights granted by Participant, in whole or in part, does not and will

not give rise to any alleged or actual claims, disputes, actions or liabilities, including but not limited to those for disputes or payment of any kind, including without limitation royalties, residuals, attribution, credit, dues, consultation or any other fees, costs, or expenses;

(iv) The Entry in whole or in part contains no malware, including without limitation viruses, trojans, worms, spyware, or any other harmful software, code, or other devices; (v) The Entry in whole or in part contains no pornographic, sexually explicit (including nudity), defamatory, offensive, violent, discriminatory, cruel, abusive, highly sensitive, grossly harmful, harassing, invading someone else's privacy, libelous, threatening, hateful, racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever, harm minors in any way, deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature, impersonate another person, contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource, threatens the unity, integrity, defense, security or sovereignty of a jurisdiction, friendly relations with foreign states or public order or illegal content, and/or technology or other content that is prohibited from export, content of an obscene or menacing character, prevents investigation of any offense, and does not otherwise offend against reasonable standards of taste and decency; and

(vi) The Entry in whole or in part does not contain information considered by the Participant, its employer, or any other third party to be confidential.

In order to be eligible for this Program, the submitted Entry, in whole and in part (and its Participant) must comply with all other terms stated in these T&Cs (which may be amended or varied at any time by the Organizer without notice at the Organizer's sole discretion and will be posted in revised terms and conditions on accuracy-unlocked.hubraum.com).

ARTICLE 5 – SUBMISSION REQUIREMENTS

Submissions will only be accepted from an eligible individual with full rights to do so, either on his/her own behalf, or on behalf of his or her start-up/company (each is referred to herein as a "Participant" or "Entrant"). Companies must appoint one individual for contact. By submitting an Entry on behalf of a company, Entrant affirmatively agrees that he or she has been asked to do so on behalf of the company.

As between Competition Entities and Participant, Participant has and retains all intellectual and proprietary rights in and to the Entry that Participant had at the time of submission to this Program. By entering, each Participant acknowledges and expressly agrees that his/her Entry may be promoted by the Program Entities on its website and/or in various media (including via paper, data and digital media) at the Program Entities' discretion.

ARTICLE 6 – SELECTION CRITERIA

The Program Entities may invite applicants for an interview. There are two different times where interviews can be conducted. The first one will be done on Wednesday, April 21st and the second time will be done on Thursday, April 22nd. If you/your start-up/company are chosen for the interview, you will be contacted on April 16th to choose a suitable time slot. After the second interview day, the top 10 teams will be chosen to take part in the Program. The teams will be announced on Friday, April 23rd.

Teams will be selected by following these criteria:

1. Company Size
2. Feasibility
3. Scalability
4. Fit to Deutsche Telekom
5. Commercial Target
6. Company Aim

Scores will not be made public by the Organizer at any time. By accepting these T&Cs and taking part in the acceleration phase, the teams consent to the publication of their names on any of the Program Entities' websites and in other publications in all forms of media.

ARTICLE 7 – PRIZES

All teams participating in the acceleration program may receive the following:

- One - (1) Precision GNSS Module (PGM) Evaluation Platform—featuring Swift Navigation's mPCIe format PGM receiver installed in an IoT compute platform (which is yours to keep for prototyping and evaluation purposes)
- Free access to the cloud service for the remainder of 2021
- Communication and promotion of the program and the use cases by hubraum, Deutsche Telekom and Swift Navigation.
- Joint business development opportunity for the most promising use cases
- Investment option from hubraum (separate agreement might need to be signed)

ARTICLE 8 - GENERAL

Participation in this Program is subject to these Terms and Conditions. Participants agree to abide by and be bound to these T&Cs and the decisions of the Organizer, which are final and binding in all respects, as well as the above referenced Privacy Statement. These T&Cs and the referenced Privacy Statement may be amended or varied at any time during the Program by the Organizer at the Organizer's sole discretion, and the Organizer will post the revised terms and conditions at accuracy-unlocked.hubraum.com and email such revised terms and conditions to the email address provided by Participant. Participant is entitled to withdraw from the Participation in case it does not agree to such revised terms and conditions, and the license granted by Participant to Program Entities will be terminated accordingly.

By continuing the Participation, Participant agrees to the revised terms and conditions without any objection. Failure to timely return or properly complete release documents (as described herein), or if a prize notification or any prize is returned as undeliverable, or if participant is not eligible or does not comply with these T&Cs, will result in prize forfeiture. The Organizer reserves the right to disqualify and take legal action to the fullest extent permitted by law against any Entrant or winner who, in the Organizer reasonable suspicion, tampers with the Organizer's site, the entry process, violates these T&Cs, or acts in an unsportsmanlike or disruptive manner.

The Organizer makes no representations or warranties of any kind, express or implied, regarding any prize or your participation in the promotion.

By entering and/or accepting a prize, Participants hereby consent, where lawful, to the use by the Organizer (and its authorized third parties) of Participant's name, company name, image, likeness, voice, hometown, and/or biographical information, content included in the Entry, and feedback in any and all media now known or hereafter developed worldwide, including on the Internet, without additional compensation, and without the right of review, notification, or approval in connection with the Program.

ARTICLE 9 - LIMITATIONS OF LIABILITY:

Program Entities are not responsible for damage to Participants' computer or website development equipment or technology or to any other person's or entity's computer or website development equipment or technology related to or resulting from participating in this Acceleration Program or downloading materials from or use of web sites. Any use of Competition or sweepstakes clubs (or similar methods), robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any Participant using such methods. If, for any reason, the Program is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which the Organizer deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, the Organizer reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Program and select the winner from entries received prior to the action or as otherwise may be deemed fair and equitable by the Organizer, including should

unforeseeable events make the Program impossible or impracticable. Program Entities shall not be liable to winner or any other person for failure to execute the Program, or supply a Prize or any part thereof, by reason of any action(s), regulation(s), order(s), or request(s) by any governmental or quasi governmental entity (whether or not the action(s), regulation(s), order(s), or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

In no event will Program Entities, their parents, affiliates, subsidiaries, and related companies, their advertising or promotion agencies, and/or all their respective officers, directors, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind (except for liability for death, personal injury, willful misconduct, and gross negligence in jurisdiction(s) where such liability cannot be excluded), including direct, indirect, incidental, consequential, or punitive damages arising out of participation in the Program, Program/Prize related activities, access to, and use of, any participating internet site(s) or the downloading from and/or printing material or software downloaded from the site(s). Without limiting the foregoing, everything on the sites are provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. This Program is governed by **German** law. As a condition of participating in this Program, Participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Program shall be resolved individually, without resort to any form of class action, exclusively before a court located in **Germany**.

ARTICLE 10 - CONFIDENTIALITY

The Participant acknowledges the confidentiality of all information and documents which have been shared with him/her throughout the Program.

During the whole duration of the Program, the Participant will not directly or indirectly use or share any information with any third party, unless s/he has obtained a written authorisation to do so, delivered by the Organizer beforehand. This applies to information shared with him/her by the Organizer or shared with him/her indirectly upon the execution of this contract.

The Participant commits to delivering any document containing confidential information or shared with the Participant upon the execution of this contract, on the Organizer's simple request. This confidentiality agreement is valid for 24 months from the start of the Program.

ARTICLE 11 – PROTECTION OF PERSONAL DATA

The collection and processing of personal data relating to the Participant by the Organizer is primarily intended to ensure that the Program will be properly completed and in particular to allow the Organizer or BeMyApp to contact the winner and to award them the prizes in an efficient way and, if the case arises, to publish the list of the winners.

Personal Data you submit when you participate in the Program will be treated in accordance with the Privacy Policy <http://privacy.bemyapp.com/> and applicable data protection laws.

Participants have the right to access, update and/or obtain deletion of their data by requesting directly to BeMyApp at the following address: 86 rue de Charonne, 75011 Paris.