

# ***HUBRAUM RULES***

By applying to or participating in the hubraum Program, you agree to the following rules (“Rules”). These Rules are solely , on the side, Deutsche Telekom AG (“DTAG”) referred to as “Telekom”, “we”, “us”, or “our”), and, on the other side, you or, as the case may be, the entity that you represent (“you” or “your team”), including the Team Leader who applies to the hubraum Program (the “Team Leader”/ or “Startup”) and any members of the team.

## **Scope**

Telekom is organizing the hubraum Programs to open innovation doors and invites you to jointly build a better future through advanced connected life and work. The hubraum Program is one step for gradually making this vision a reality.

The hubraum Program is a worldwide invitation for startups to provide innovative solutions for specific challenge fields. The hubraum Program offers multiple opportunities to the participants depending on the status of the submitted and selected ideas. In the first submission phase, participants from all over the world are invited to submit a short outline of their innovative technology and idea to be evaluated by a panel of experts.

Based on the evaluation within the application phase, a maximum of 8-15 startups will be selected for the next stage (development phase). The selected Startups will then develop and present their solutions in a final pitch and will be invited to a Demo Day/Summit Ceremony (and/or hybrid event). Deutsche Telekom will pay out the travelling and accommodation costs of up to 2 people per team for all nominees. Travel management will be based on pre-alignments between the startup and the organizer.

## **Eligibility**

The hubraum Program shall be open to both startups who apply independently and to teams out of cooperations from all over the world (including universities, R&D units or institutions, and companies from the industry). Employees of the Parties and their affiliated companies, as well as governmental organizations, shall not be allowed to apply for or participate in the hubraum Program.

By submitting your proposal to the hubraum Program, you represent that you:

- do not participate in your role as an employee of a government entity (other than an accredited academic or research institution);
- have not been a director, officer, employee, intern or contractor of DTAG or their affiliates within the 12 months preceding application to the hubraum Program (“Ineligible Personnel”);
- are not a member of the immediate family or household of Ineligible Personnel.

Participants must at least fulfill the following criteria in the related stream to attend the hubraum Program. Submitters must be of full age under the applicable law but at least 18 years of age by the time their submission is filed.

### **Demo Day/Summit**

All participants will be invited to a Demo Day/Summit Ceremony and get the opportunity to meet with high-level executives and decision-makers of Telekom and explore various cooperation opportunities with one of the world’s largest telecommunication companies.

### **Application Content**

No proposal to the hubraum Program shall contain any confidential information and no part shall be marked as ‘confidential’. Telekom does not accept any legal obligation (whether of confidentiality, compensation, return or otherwise) with respect to any proposals. Telekom reserves the right to implement competitive, similar, or identical ideas in the future, without restriction or obligation. You understand and acknowledge that Telekom has wide access to technology, designs, and other materials, and may work on and/or develop projects and ideas that may be competitive with, similar to, or identical to your proposal in theme, idea, format or other respects. You acknowledge and agree that you will not be entitled to any compensation as a result of Telekom’s use of any such similar or identical material that has or may come to Telekom from other sources.

You represent and warrant that

- the content of your proposal is either your original work or an update to your original work;

- you are not aware of any third-party patent rights which are affected by the content of your proposal other than those indicated in the application form submitted to Telekom before the submission deadline mentioned above;
- the content of your proposal does not infringe, to your knowledge, misappropriate or otherwise violate any other third-party intellectual property rights, patent rights, including any copyrights, trade secrets, trademarks, and know-how; and
- no third party can claim ownership of or rights in the content of your proposal, and your participation in this hubraum Program will not conflict with your obligations to or the rights or restrictions of any third party, such as your employer, university, or government agency.

### **Right of Use**

You retain the full rights to the submitted ideas and solutions, including the right to file applications for registered intellectual property rights (in particular patents, utility models, and trademarks). In case DTAG is interested in a submitted protectable idea or solution, you will grant them a license on fair market conditions.

In case DTAG is interested in filing or acquiring an application for a registered intellectual property right (in particular a patent, utility model, or trademark) regarding a submitted idea or solution, or wish/es to acquire an already existing intellectual property right, DTAG will make a corresponding offer to you. If you want to sell any of the aforementioned to a third person or entity, Telekom will have a right of first refusal, i.e. Telekom have the right to buy it at the same conditions for which the third person or entity would buy it, and you have to give written notice of the intended sale to Telekom at least four

(4) weeks before the actual sale. DTAG reserve the right to further develop the submitted ideas and solutions; this shall neither affect the initial idea and solution, nor your intellectual property rights.

### **Privacy**

You acknowledge and agree that we and our implementation and processing partners (see below) may collect, store, share, and otherwise use personally identifiable information provided during the hubraum Program application process, including but not limited to, name, mailing address, phone number, and e-mail address. All personally identifiable

information collected is subject to, and will be used in accordance with, DTAG's Privacy Notices, including for administering the hubraum Program and verifying applicant's identities, addresses, and telephone numbers in the event a proposal is selected. Personal data shall be deleted six months after the Demo Day/Summit ceremony.

### **Marketing & Publicity**

Except where prohibited, you consent to Telekom's use of your name, likeness, biographical information, and voice in advertising, publicity, trade, and other marketing and promotional materials (including video, audio, and print through all means of distribution) worldwide without compensation, notice or approval in perpetuity across all media now known or later developed, and you disclaim any ownership rights to the content of such materials.

### **Customer Agreement / Limitation of Liability**

By submitting your idea via the online tool, you accept the conditions stated in these official rules, agree to be bound by the decisions of Telekom, and warrant that you are eligible to participate in the hubraum Program. Each team member and the Team Leader hereby releases Telekom from, and waives any and all claims against Telekom for, any losses, liability, and damages of any kind, (including for any loss of data, lost profits, cost of cover or other special, incidental, consequential, indirect, punitive, exemplary or reliance damage) incurred or sustained in connection with or rising out of (1) the hubraum Program and/or any travelling or other activity related thereto, (2) use of any proposal and/or rights therein, or (3) any breach of any agreement or warranty associated with the hubraum Program, including these official rules, however caused and regardless of the theory of liability.

Telekom and its partners reserve the right to amend any of these rules at its sole discretion by posting the revised terms on the hubraum Program website. Your continued participation in the hubraum Program after the effective date of the revised rules constitutes your acceptance of the amended rules. These hubraum Rules are governed by the laws of Germany, except the conflict of law rules.

Telekom will use its best efforts to apply only objective criteria (e.g. innovativeness, feasibility and commercial/economic interest of the submitted technical solution, etc.) to award the prizes to the best submissions. Any legal recourse is excluded.

If Telekom is prevented from continuing the hubraum Program, or the integrity and/or feasibility of the hubraum Program is undermined by any event including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any applicable law, order, or regulation, order of any court or jurisdiction, or by other cause not reasonably within Telekom's control (each a "Force Majeure" event), Telekom shall have the right, in its discretion, to abbreviate, modify, suspend, cancel, or terminate the hubraum Program without further obligation. If Telekom, in its sole discretion, elects to abbreviate the hubraum Program as a result of a Force Majeure event, Telekom reserves the right, but shall have no obligation, to award the prizes from among all valid and eligible entries received up to the time of such Force Majeure event.

Any disagreement or dispute which may arise in connection with these hubraum Rules which cannot be settled amicably will be brought before the courts of Bonn, Germany.

**Organizers** The hubraum Program is organized by Deutsche Telekom AG.

Deutsche Telekom AG

Hubraum

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Further information about the hubraum Program can be gained by e-mail inquiry via

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