

TERMS AND CONDITIONS
GO IGNITE 2ND GLOBAL CALL
MARCH 2017

1. OVERVIEW OF THE CALL:

- 1.1 The present Call for applications is from “GO IGNITE,” an alliance of the start-up innovation arms of Deutsche Telekom AG (hub:raum), Orange S.A. (Orange Fab), Singapore Telecommunication Ltd (Singtel Innov8) and Telefonica Open Future S.L.U (Telefonica Open Future). These innovation arms, hereafter collectively referred to as the “GO IGNITE Partners,” have joined forces to bridge the start-up ecosystems across Africa, Asia, Australia, Europe, Middle East and Latin America.
- 1.2 The alliance aims at catalyzing the growth of eligible start-ups and launching them beyond their respective home markets. Up to five selected start-ups will have the benefit of tapping into the resources and network of these four leading telecom operators. This might include market insights, introductions to partners, the use of co-working spaces and access to the companies’ operating businesses. Selected start-ups may also have the opportunity to gain access to the operators’ collective mobile customer base of over one billion people across five continents.

This particular call is looking for innovative solutions from the start-up community in the areas of:

- Consumer Experience AI: Artificial Intelligence solutions which bring consumer experiences to the next level whether it is in the form of personalized customer support or enabling a new type of consumer interaction
- Connected Homes: Innovation and technologies in the consumer home space by introducing new experiences in the area of Smart Living or Connectivity which could be from a software or hardware angle

- IoT Security: Technologies and solutions that help secure Internet-of-Things networks and devices (Car, Cities, Industrial, Smart Homes, Smart Cities, etc.)

2. “GO IGNITE” GLOBAL CALL BENEFITS

2.1 The “GO IGNITE Partners” have designed a joint program for start-ups with a duration of up to six months and might select up to five innovative start-ups from this call for entry into this program. The selected start-ups will be provided business development opportunities in the “GO IGNITE Partners” operating countries. Start-ups targeted in this program are expected to be in their growth stage with a ready product that can be taken to market or minimally able to be commercialized within six months in the “GO IGNITE Partners” operating countries.

2.2 Among other things, the selected start-ups will have the opportunity to obtain the following benefits:

- A two-day workshop with experts in telco innovation, technologies and investments practices from the four Telecommunication Groups offering the startups a chance to gain knowledge and rethink strategies.
- Access to working space, subject to availability, for up to six months in the locations where working spaces are maintained by the “GO IGNITE Partners”

“GO IGNITE Partners” locations of working spaces, subject to availability in each working spaces are:

France, Israel, Japan, Germany, California (USA), Philippines, Singapore, Australia, Spain, United Kingdom, Venezuela, Mexico, Brazil, Argentina, Peru, Colombia, Chile, Ecuador, Costa Rica, China and South Korea

- A private pitch session with the four telcos venture capital teams offering the possibility of receiving investment to grow the startups. The possibility of access to investment from the “GO IGNITE

Partners.” Such investment decisions shall be at sole discretion of each “GO IGNITE” alliance member or their partners with a potential interest in such investment. In such a case, the investment terms and conditions’ shall be negotiated individually and independently from the rest of the “GO IGNITE Partners.”

- Invitations to start-up showcases, regional and global start-up events organized by any alliance member.

2.3 “GO IGNITE Partners” reserve the right not to select any start-ups and leave vacant the program.

2.4 If you are interested in applying, please read the following information which provides an overview of the selection process for the program.

3. ANY CONDITIONS FOR APPLYING TO THE CALL?

Before applying to this call, please note the following conditions:

- The start-up, shall be in its growth stage with a ready product that can be taken to market or minimally able to be commercialized within 6 months in the “GO IGNITE Partners” operating countries.
- The start-up needs to be a legally incorporated entity.
- Legal age: All applicants must be above the age of 18.
- Commitment: Founders, or at least a majority of the members of the team, shall be fully dedicated to the start-up/project should the start-up be selected for participation in the program.
- Residence permits: each applicant will have to arrange all permissions, residence or working visas for that purpose according to the applicable regulations for each applicant to the program and in particular to participate in any workshop, access to any working space. “GO IGNITE Partners” will not be responsible for arranging this for you.
- Travel and accommodation costs: each applicant that might finally have access to the program will be responsible for all costs related to travel and

accommodation, or of any kind, necessary to participate in the program (including those costs related to assistance to any workshop, event or access to coworking spaces) “Go Ignite Partners” will not be responsible for arranging this for you.

4. START-UP SELECTION PROCESS

Applications are to be made under the guidelines set forth herein. Applications will be reviewed and evaluated according to the following stages:

4.1 Application

4.1.1 Deadline: Applications to the program can be submitted from March 1st 2017 (GMT + 1) until April 30th, 2017 (GMT +1). The application period can be extended by the “GO IGNITE Partners” at any moment.

4.1.2 Form: Applications must be submitted through the online application form available through “GO IGNITE website” (<http://go-ignite.com>). The website will only allow submission of the application form once all mandatory fields have been duly filled.

4.1.3 Each applicant is required to register and describe their product/solution following the instructions provided in the website. If you have any questions about the application process, there will be a contact provided to raise your inquiry.

4.1.4 Each applicant may only submit one application per call. The working language for all documents and communications related to the call will be English.

4.1.5 Some useful tips:

- If you have a Beta or Alpha of your product, show it to us! Demos may help us to understand your product better.
- Think whether your product/solution is at the right stage of its development phase before you apply to this call. If you are not sure, it is probably not a good time. Don't worry; work on the product/solution, there might be more opportunities in the future.
- Take your time in filling the application form. You will be able to save it and update, modify and complete the information at any time. Once you are

comfortable enough with the content, submit it before the deadline and we will evaluate it. Note that missing or misleading information in the application may lead to your application being declined.

- Be creative. We love creative and different ideas.

4.2 Assessment:

4.2.1 The assessment of the applications will be based on the following criteria:

- Maturity of the start-up
- Synergies with the members of the “GO IGNITE” alliance
- Business opportunity and growth potential of the startup
- Go-to-market strategy
- Innovativeness and disruptive nature of the product/solution
- Team skills and balance of capabilities

4.2.2 As a result of the assessment, a shortlist of start-ups will be done. The shortlisted start-ups will be notified and invited to a face-to-face online meeting to further evaluate the business potential. Additional information on the startups might be requested using the contact details submitted in the application form. The teams will be required to submit this information by the deadline communicated by the “GO IGNITE Partners”.

4.2.3 The assessment process is expected to commence on May 1st 2017 and conclude on June 30th 2017. In the event that the application process period is altered, the assessment process period will be correspondingly adjusted.

4.3 Announcement:

4.3.1 Upon completion of the assessment process, up to five start-ups might be selected to participate in the joint program. The “GO IGNITE Partners” will inform the selected start-ups via the contact details submitted in the application form.

- 4.3.2 Winners of the Global Call will be informed of the results by the end of June. Subsequently, the “GO IGNITE Partners” will make a global announcement of the results of the Global Call on the “GO IGNITE” website. Therefore, the applicants authorize the Go Ignite Partners, subject to no time limit, to publish and/or mention in their websites, during any acts or events related to the Go Ignite Alliance any information about the participants to the Go Ignite Global Call and Program.
- 4.3.3 The applicants will authorize the Go Ignite Partners to invite general or specialist press to cover the development of this Global Call and/or the program. All the selected participants will authorize the Go Ignite Partners to disclose and publish a summary of the start-ups involved, and also the images and names of the participants in charge of those start-ups through the Internet and in the general and/or specialist press.
- 4.3.4 Any selected startup will be required to sign the terms and conditions of the program.
- 4.3.5 In any event, note that the decision on the selection process will be final and no appeals will be considered. The “GO IGNITE Partners” will also have no obligation to explain the rationale behind the output of the selection process.
- 4.3.5 The Go Ignite Partners reserve the right to cancel or suspend this global call and/ or the program and/or to change any of its conditions by notifying the participants through the platform. The cancellation, suspension or change/s will not entitle the applicant that has submitted application for admission to the program to submit any claim or give right to compensation of any kind.

Good luck with the application!

SPECIAL TERMS AND CONDITIONS

Yes, this is the formal part, but it's important!! As we will be exchanging information, it is important that you carefully read this part so we are all clear about the use of information and responsibilities surrounding it.

Acceptance of the Terms and Conditions

Registration of the Applicant on the application platform at <http://online.openfuture.org>, available through "GO IGNITE" website <http://go-ignite.com> will be considered as acceptance of these Terms and Conditions. Likewise, Legal Terms, Privacy Policy and FAQs (Frequently asked Questions) posted on the platform openfuture.org will be considered part of these Terms and Conditions.

"GO IGNITE Partners" reserve the right to unilaterally modify the present Terms and Conditions. Any amendment will be therefore announced conveniently and will be effective upon publication.

"GO IGNITE Partners" reserve the right to cancel, amend or suspend any aspect or criteria of the application or the selection process or to leave vacant the number of Pre-qualified Applicants or Selected Applicants as it deems appropriate.

Applicant will be deemed to understand and accept that they will be solely responsible for making their product/solution at their own expense and risk. Likewise, you undertake to hold **"GO IGNITE Partners"** harmless against any claims by third parties in relation to the ideas or innovative items contained in your product/solution. To this end it undertakes to submit applications which are unencumbered ideas and property.

Intellectual and Industrial Property

Each Applicant guarantees that the content submitted is of its original creation and does not infringe any rights including third-party intellectual property rights and that the content is not unlawful, nor has been created in breach of any contractual obligation that it may hold vis-à-vis with a third party. Additional documentation on this may be requested by the organizers of the call. **"GO IGNITE Partners"** reserves the right to automatically disqualify any Applicant which seeks to bypass, or interfere with the selection process or which engages in any untoward practices and/or which avails itself of any practices that may be considered as contrary to the spirit of **"GO IGNITE"** or to the business principles of the group of companies to which belong each **"GO IGNITE Partners"**

The Applicant hereby authorises and confirms that he/she has obtained all necessary consent so that **"GO IGNITE Partners"** may indefinitely use its name and image in advertising material in connection with this call and/or with the activity of **"GO IGNITE Partners"**, by any means permitted in law, at no charge. In submitting its application, the Applicant does not grant **"GO IGNITE Partners"** any rights other than those set out in these terms and conditions, unless it expressly agrees to this. Through this document the Applicant acknowledges that it is sending its application form voluntarily, otherwise, the Applicant releases **"GO IGNITE Partners"** from any responsibility.

The information provided by the Applicant must be correct, truthful and complete, and the Applicant must take full responsibility for any inaccuracies. If not, **"GO IGNITE Partners"** will be entitled, without prejudice to any other legal means at its disposal, to withdraw, refuse or suspend the rights granted to the Applicant through these Terms and Conditions.

The Applicant accepts that **“GO IGNITE Partners”** takes the final decisions concerning the call and its selection process, including leave vacant the program. Any Applicant that has not received notification by **“GO IGNITE Partners”** within 90 days of submitting its product/solution will be considered as not pre-selected

Rights related to the Application Form.

Without prejudice to subsequent agreements, by merely taking part in the call the Applicant will not lose or otherwise assign ownership in relation to any rights that may arise from its Application Form.

Each **“GO IGNITE Partners”** reserves the right to assign and transfer any of its rights and obligations under these terms and conditions to any entity of their Group of Companies.

Responsibility

Applicants will be responsible for all mediate or immediate, direct or indirect damages caused or may be caused to **“GO IGNITE Partners”** by infringement of these Terms and Conditions.

Applicants will likewise be responsible in the same terms for infringement of the rights of third parties through their participation by means of supply of work or contents to the call, and will indemnify the third parties concerned and **“GO IGNITE Partners”** for any damage caused by any claims instigated, judicial or extra-judicial proceedings, including in all cases the fees of lawyers, defence teams and other professionals, due to non-compliance with the obligations described above.

Should Applicants fail to meet the commitment undertaken by acceptance of these Terms and Conditions, they will be liable for any damage caused to **“GO IGNITE Partners”** or its related parties. Liability will include immediate, contingent and future consequences. The commitment undertaken herein will take effect from acceptance of these Terms and Conditions and remain in force and effect until five years after termination of the Call.

Not an Offer of Employment

Under no circumstances will the submission of a product/solution, its use by **“GO IGNITE Partners”** or any mention in these Terms and Conditions be interpreted as an offer or a contract of employment by **“GO IGNITE Partners”**.

Confidentiality and Processing of personal data

The contents of any ideas submitted during the selection process of the Call, and all data documentation and information of any kind furnished by the Applicant will be treated confidentially by **“GO IGNITE Partners”** and for this purpose **“GO IGNITE Partners”** undertakes not to use it for any purposes other than those arising from these Terms and Conditions.

The Applicant grants its consent to **“GO IGNITE Partners”**, or any third party designated by them, to process and use its information (including personal data) submitted through the Application form to this call, for purposes of registration, participation, analysis of product/solution and incubation. Reasonable confidentiality and computer security measures will be applied in order to prevent alterations, loss, unauthorised processing or accessing of the data.

The Applicant also authorizes **“GO IGNITE Partners”**, in order to carry out the analysis and evaluation of the product/solution, to notify the selection committee ideas, documents and information submitted by the Applicant. To access the product/solution that are submitted and properly evaluate them, all members of the selection committee will have to accept the terms and

conditions for their participation in the process, which, *inter alia*, contain clauses regarding confidentiality obligations and regarding the applicant intellectual property. Without limiting the foregoing, **“GO IGNITE Partners”** are not liable for the acts or omissions of members of the selection committee.

Miscellanea

To participate in the selection process to access **“GO IGNITE”** programme, and once registered as a user, the Applicant shall necessarily submit the information and / or documentation related using exclusively the application forms available at <http://online.openfuture.org>, for the sole purpose that **“GO IGNITE Partners”** evaluate the product/solution (**“GO IGNITE Partners”** without acquiring any right thereon, nor liability to the applicant or third parties, harmless from any claim remaining) and solve on their access **“GO IGNITE Partners”**.

All correspondence and notifications concerning the process is delivered through the **“GO IGNITE”** website at (<http://go-ignite.com>) or by email to the contact person representative stated on the application.

“GO IGNITE Partners” does not guarantee the availability and continuity of operation of the **“GO IGNITE website”** web portal and of the platform [openfuture.org](http://online.openfuture.org), since this undergoes a continuous updating process, and consequently it does not guarantee that this platform will operate in a permanent and flawless manner, nor will it take any responsibility for any damage or loss incurred by the Applicant due to the non-utilisation or the impossibility of utilising the information or services provided through the **“GO IGNITE”** website and the platform **online.openfuture.org**. **“GO IGNITE Partners”** shall not be liable for any damage or loss that may be incurred by interference, omissions, interruptions, computer viruses or disconnections of the **“GO IGNITE”** website and the platform online.openfuture.org for any cause, including causes beyond **“GO IGNITE Partners”** 's control.

The Applicant will undertake all responsibility for the interpretation and use of the information on the **“GO IGNITE”** website and the platform online.openfuture.org **“GO IGNITE Partners”** accepts no responsibility for the reliability or utility of the services provided by third parties through the **“GO IGNITE”** website and platform **online.openfuture.org**

Trademarks

Each “GO IGNITE Partners” and the Applicant retain all rights, ownership and interests in their respective registered trademarks.

The submission of a proposal will not, unless authorized otherwise, grant any rights in favor of the Applicant to use any intellectual property rights of each of the **“GO IGNITE Partners”**, including the promotion of the start-up in any forum using the name associated with **“GO IGNITE”**.

Neither **“GO IGNITE Partners”** nor the Applicant will use the registered trademarks or any other registered trademark or brand name of the other party or any words, symbols, or similar designs that may be confused for them, either as part of their corporate name, or as part of the name of any product of its counterparty.

Trademarks, notifications, brand names, commercial advertising, drawings, designs, logos, texts etc. appearing on the **“GO IGNITE Partners”** web portal or used in the services hosted on any subdomain of openfuture.org are the exclusive property of **“GO IGNITE Partners”** or of third parties which have issued it with prior express authorisation to use same. Any use or operation by any means of any contents on the **“GO IGNITE Partners”** website or the platform openfuture.org is prohibited without prior consent in writing by **“GO IGNITE Partners”**. The design and contents of the portal and the services are protected pursuant to the stipulations of

national and international regulations concerning protection of industrial property and copyright, and “GO IGNITE Partners” prohibits any: amendment, copying, distribution, transmission, deployment, publication, editing, sale or exploitation in any way of the design and contents of the “GO IGNITE” website or the platform online.openfuture.org

Limitations on Use

The Applicant is aware and accepts that it may not use the “GO IGNITE Partners” platform to:

- Upload or send any contents that may be in breach of the law or public morals or any other contents that are damaging, abusive, disrespectful, defamatory, vulgar, obscene, invasive, racist, xenophobic or otherwise objectionable.*
- Cause harm to individuals or groups in any way.*
- Carry out any unlawful or fraudulent act.*
- Upload or send any contents without the rights required to do so. Nor may any commercial or advertising contents be sent, uploaded or otherwise transmitted.*
- Upload or send any contents in breach of any intellectual property rights, however whatsoever and wherever arising.*
- Upload or send any material containing viruses as files designed to interrupt, destroy or limit the functioning of software, hardware or telecommunications equipment.*
- Interfere with or violate any policies of the platform or any connected network or third party service provider.*
- Intentionally or accidentally violate any laws applicable at local, state, national or international level.*
- Collect or store personal information concerning other participants.*

“GO IGNITE Partners” will be entitled to remove any contents that infringe these Terms and Conditions. The Applicant will assume full responsibility for the use of any own or third party content, either partially or totally. Without prejudice to the above, “GO IGNITE Partners” will be entitled (though not obliged) to reject any contents and eliminate it from any of its processes and platforms.

Jurisdiction and Applicable Law

These Terms and Conditions and controversy arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Kingdom of Spain.

Any controversy related to the interpretation or execution of these Terms and Conditions shall be solved directly by the Parties, for which purpose they undertake to carry out, in good faith basis, their best efforts for an amicable settlement within a maximum of 15 days from the date on which either party gives written notice to the other in respect of any claim. The lack of response from such other parte will not suspend the time limit set forth below.

Any dispute, controversy or claim arising out of these terms and conditions or its interpretation that has not been resolved in accordance with the provisions of the preceding paragraph, and as regards of the breach, termination or invalidity of these Terms and Conditions, shall be submitted to the jurisdiction of the Courts of Madrid.