

## **RULES OF THE AI FOR URBAN MOBILITY CHALLENGE**

### **Article 1 - ORGANISATION**

**SOFTWARE REPUBLIQUE**, a French Groupement d'Intérêt Economique registered in Paris Trade and Companies Register with company number 521 812 297, having its principal place of business located at 128 rue La Boétie 75008 Paris, France.

**Région Ile-de-France (PARIS REGION)**, located at 2 rue Simone Veil 93400 Saint-Ouen, France

Hereinafter referred to jointly as the “**Organizers**”

### **Article 2 – AIMS**

Six of the largest European companies are joining together to create the Software République, a new open ecosystem for smart and sustainable mobility. The Software République acknowledges the urgency for France and Europe to collectively build a sustainable ecosystem, which aims to ensure their sovereignty in this area.

Within that respect, Software République will set up several challenges on specific mobility issues to be addressed by innovative startups in order to collaborate with Software République.

As part of its AI 2021 Plan, the Paris Region is setting up AI Challenges in order to contribute to the emergence of innovative industrial and clinical solutions, and to support the development of world-class champions in the field of AI applied to industry or health.

The challenges' rules by the terms and conditions exposed hereafter (the “**Challenge**”) grants a variable number of winners and prizes that will be detailed on the Organizers Website, one of which being a possible grant by the Paris Region

### **Article 3 – ENTRY REQUIREMENTS / EXCLUSIONS**

The Challenge is opened to all companies or individuals gathered in team, and meeting the following requirements:

- Being at least eighteen (18) years old and capable of entering into a legally binding agreement,
- Being a company below 500 employees,
- Not having a shareholder above 30% being one of the competitors of Atos, Dassault Systèmes, Orange, Renault Group, STMicroelectronics and Thales, members of the Organizers
- Not being registered (for companies) or being residents (for individuals) of countries subject to trade sanctions.

(Hereinafter referred to as the “**Candidate**” or “**Candidates**”)

The Challenge will be held in conditions meeting the requirements of non-discrimination and impartiality inherent to the aims of the Challenge. In this regard, any Candidate meeting the entry requirements and wishing to enter can do so, except those in a situation of objective impartiality because of a partner or employee's direct family ties with one of the jury members. It is specified as necessary that if a participating Candidate is an employee of one of the Organizers, this status is neither considered as a

situation of objective impartiality nor an advantage detrimental to the other Candidates as the members of the jury are committed not to take this element into account.

Candidates acknowledge and agree that the Challenge shall at all times be subject to compliance with all applicable laws, regulations and administrative requirements, including without limitation, export control laws and regulations, and sanctions programs. In particular, the Organizers shall not be held liable in the event Candidates are prohibited and/or otherwise restricted from participating to the Challenge in order to comply with export control laws and regulations, and sanctions programs or to avoid potential exposure to any international sanctions or penalties that could be imposed by any governmental authority.

No purchase or payment is required to enter the Challenge.

In order to be eligible to the Paris Region's grant that constitutes a prize of the Challenge, candidates have to be:

- Very Small Businesses (VSBs) and Small Businesses (SBs) (firms with fewer than 50 employees, and whose annual sales or total annual balance sheet do not exceed 10 million euros);
- Medium-Sized Businesses (MBs) (firms with fewer than 250 employees, and whose annual sales are under 50 million euros or whose annual balance sheet does not exceed 43 million euros);
- Intermediate-Sized Businesses (ISBs); and
- Consortiums associated either with a public laboratory and one or more private firms, or several VSB, SB, MB or ISB type firms.

In accordance with European Law, and Article 2 of the GBER, firms that are in difficulty will not be eligible for the prize of the Challenge.

#### **Article 4 – TIMELINE/SCHEDULE/CALENDAR**

The Challenge will take place between January 5<sup>th</sup> 2023 and March 31<sup>st</sup> 2023. The Timeline/Schedule/Calendar of the essential stages of the Challenge (submission dates / selection of the finalists / date of the final) will be published on the Organizers' website created for the Challenge (<https://softwarerepublique.eu> – the “**Organizers' Website**”).

#### **Article 5 –ENTRY TERMS AND CONDITIONS**

To take part in the Challenge, each Candidate must do - before the submission closing date specified in the Timeline/Schedule/Calendar of the Challenge - the following actions, in English:

- (i) answer all the questions of the form available on the Organizers' Website;
- (ii) provide a deck describing their core business (ten (10) slides) then detailing the technical solution proposed to solve the mobility issue to address (four (4) slides).

These items, collected under the sole responsibility of the Candidates, have to be submitted using the form on the Organizers' Website.

All other submission modes are excluded. Any entry file provided with missing, false, incomplete, illegible information, in another language or after the date and time specified on the Timeline/Schedule/Calendar of the Challenge, will be considered null. Information not disclosed for reasons of confidentiality will not be considered ground for nullity.

Documents included in the entry file will not be returned or divulged by the Organizers.

To validate entries, the Organizers reserve the right - with the Candidates' prior agreement - to make all the necessary verifications concerning the identity and address of the Candidates and of their shareholders, by requiring copies of certain documents attesting their identity and/or personal data:

- for companies, as legal entities: a copy of their updated status and a copy of an RCS certificate (or equivalent) dating back less than 3 months;
- for individuals: a copy of their identity document (id card or passport).

If entry terms are not met, the Candidate will automatically be disqualified.

### **Article 6 – JURY OF THE CHALLENGE**

The jury members of the Challenge will be composed of technical experts in the domain addressed, working for the members of the Organizers.

Each member of the Jury will be asked to grade the Candidates on the basis of the criteria listed in Article 7. For each criteria the grade shall be between one (1) and three (3), whole numbers only.

### **Article 7 - CHALLENGE PROCEDURE**

#### **Stage 1 – Selection of the Finalists**

Among the Candidates entering the Challenge in full respect of the conditions and timeline/Schedule/Calendar set out in articles 1 to 5 of the present rules of the challenges (the “**Rules**”) and of the requirements stated on the Organizers' Website, the Jury will select final Candidates (the “**Finalists**”) on the basis of the following criteria:

- Strength of the core business
- Originality of the solution
- Does the solution solve the issues described?
- Quality of the team

After having studied the entry files, the Organizers will announce the Finalist the week prior to the date of start of stage 2 – those dates (designation of the Finalists and the final decision) are indicated on the Organizers' Website. The Finalists will receive a notifying invitation to the Final stage.

#### **Stage 2 – Pitch period**

Each Finalist will have to pitch in front of the jury members the solution proposed and to show a demo of existing product or minimum value product linked to the solution. After the pitch sessions, the Jury members will elect one single “**Winner**”.

### **Article 8 – PRIZE DESIGNATION**

The elected winner will be granted access to Software République incubator for six (6) months.

The value of the prizes cannot be disputed.

The Challenge has a maximum prize fund of five hundred thousand euros (€500,000).

One Applicant will be chosen as the "**Winner**" and, should they so request, will be awarded a grant subject to validation, by vote, from the Permanent Commission of the Paris Region. This will be based on the framework scheme exempted from notification no. SA.40391 related to aid for Research, Development and Innovation (RDI) for the 2014-2020 period, provided that the project and expenses presented can be considered eligible

([http://www.reunioneurope.org/DOCUP/REGION/2014\\_RA\\_SA\\_40391.pdf](http://www.reunioneurope.org/DOCUP/REGION/2014_RA_SA_40391.pdf))

In order to finalize their project, the Winner may work in collaboration with Software République, if the latter regards this as useful, and gain access to a larger share of Software République's database.

The Regional Intervention Regulation used to support these projects is the "AID FOR MAJOR DEVELOPMENT AND INNOVATION RESEARCH PROJECTS" regulation (framework deliberation CP 2019-163).

By way of information, in relation to a collaborative project, subject to applicable European regulations, i.e. the framework scheme exempted from notification related to aid for Research, Development and Innovation (RDI) SA.40391, adopted on the basis of the GBER no. 651/2014 adopted by the European Commission on June 17, 2014, as amended by Regulation 2017/1084 of June 14, 2017 published in the OJEU on June 26, 2017, the intervention regulations

([http://www.reunioneurope.org/DOCUP/REGION/2014\\_RA\\_SA\\_40391.pdf](http://www.reunioneurope.org/DOCUP/REGION/2014_RA_SA_40391.pdf)) provide for maximum grant rates as follows:

- 50% of post-Challenge project expenses for VSBs and SBs;
- 40% of post-Challenge project expenses for MBs;
- 30% of post-Challenge project expenses for ISBs.

Laboratories associated with a firm may receive 100% funding up to a maximum of €120,000, subject to compliance with European rules on State aid applicable to such bodies

#### **Article 9 – INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY OBLIGATIONS**

Candidates remain the owner to the intellectual property rights they generate within their participation to the Challenge and can use it freely provided that such use does not entail use or reproduction on the Information of the Organizers. If one or several Organizers are interested in an industrialized version of the results obtained by the Winners, it will be subject to a new contractual relationship.

In connection with and for the purpose of its participation to the Challenge, the Candidates will receive from the Organizers, or have access, to information such as but not limited to data, know-how, software, drawings, whether or not protected by an intellectual property right, in any form and medium whatsoever, written or oral (the "**Information**"). This Information are confidential information the Organizers making such communication and should be kept confidential by the Candidates. The Candidates undertakes to keep strictly confidential, not to publish or disclose, in whole or in parts, by any means whatsoever, either alone or included in another media, such Information. The Candidates undertakes to use the Information only for its participation in the Challenge and to take all necessary measures to preserve the confidentiality of the Information. Any other use of the Information is prohibited. The communication of the Information to the Candidates, does not confer upon the Candidates any license or rights to use or other right, on the Information.

### **Article 10 – LIABILITY**

The Organizers cannot be held liable if it decides to cancel the present event, shorten its duration, postpone it, modify it, prolong it, interrupt it or cancel it without notice.

In the same way, the Organizers cannot be held accountable for any problem concerning the prizes.

### **Article 11 – ACCEPTANCE AND ACCESS TO THE RULES OF THE CHALLENGE**

These Rules are available at the following URL address: <https://softwarerepublique.eu>

They can be sent free of charge by email to any Candidates requesting them to the Organizers. Only one request per Candidate (same name, same address) will be accepted during the duration of the Challenge.

All entries to the Challenge imply the full and complete, i.e. unconditional, acceptance of the present Rules.

Anyone transgressing one or several of the articles of the present Rules will be deprived of the possibility of taking part in the Challenge as well as of the prize which may have been awarded to them.

### **Article 12 – AMENDMENT**

In case of force majeure or necessity appraised by the Organizers, necessary additions or modifications to the present Rules can be brought during the progress of the Challenge. These additions or modifications are opposable to all participating Candidates from the moment of their publication on the Organizers' Website.

### **Article 13 – IMAGE RIGHTS OF THE PARTICIPATING CANDIDATES**

Through their participation in the Challenge, Candidates grant the Organizers permission to use, reproduce, represent, display, disseminate, publish and adapt on any media by means of a mounting, directly or through a third party authorized to do so by the Organizers, in whole or part of their last names, first names, and/or image, for communication and/or promotional and/or internal or external marketing purposes:

- on any medium and material,
- by all means and in all formats,
- for all mode of exploitation including, but not limited to, dissemination via the Internet,
- worldwide.

The Candidates cannot claim any payment or compensation of any sort other than the awarded prizes for the Winners.

### **Article 14 – USE OF THE CANDIDATES' PERSONAL DATA**

In the context of the Challenge, all Candidates must provide the Organizers with personal details as last name, first name, phone number, email (hereinafter "**Personal Data**").

The collection and processing of Personal Data is necessary for the Organizers in order to manage the Challenge. Any Personal Data collected in the context of the Challenge will be processed in accordance with the General Data Protection Regulation (EU) 2016/679 (hereinafter "**GDPR**").

Personal Data communicated by Candidates will be processed by the Organizers acting as data controller to achieve the purpose of the Challenge and to perform any action which may arise from the contractual relationship set forth herein. Personal Data may only be shared with third parties on a need-to-know basis pursuant to the Challenge and in compliance with applicable data protection laws or regulations. The Organizers may transfer all or part of the Candidates' Personal Data outside the European Union, provided that prior to the transfer of such Personal Data, it has verified that all entities receiving such Personal Data and non-European entities offer sufficient security guarantees and adequate levels of protection, in accordance with all applicable laws.

Candidates in the Challenge are entitled to access their Personal Data, and have a right to request correction, update or deletion thereof. Candidates also have the right to obtain a copy of Personal Data about them held by the Organizers. Candidates may exercise their rights of access to and correction of Personal Data by writing to: [Mkt.3DEXperienceLab@3ds.com](mailto:Mkt.3DEXperienceLab@3ds.com)

**Article 15 – LAW & JURISDICTION**

The present Rules are exclusively governed by the laws of France.

Any question concerning the validity, enforcement and/or interpretation of the Rules should be submitted in writing to the Organizers and settled according to the applicable French legislation.

Any dispute concerning the Challenge should be brought forth in a delay of maximum thirty (30) days starting from the submission deadline.

In case of persistent disagreement concerning the enforcement and/or interpretation of the present Rules, and, in lack of amicable agreement, all disputes will be submitted to the competent Parisian jurisdictions.