

## **RULES OF THE CONCEPT VEHICLE CALL FOR PROJECTS**

### **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.

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

### **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 Calls for Projects on specific mobility issues to be addressed by innovative startups in order to collaborate with Software République.

The Call for Projects’ rules by the terms and conditions exposed hereafter (the “**Call for Projects**”) grants a variable number of winners and prizes that will be detailed on the Organizer Website, one of which being a possible grant by the Paris Region

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

The Call for Projects 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 Organizer
- 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 Call for Projects will be held in conditions meeting the requirements of non-discrimination and impartiality inherent to the aims of the Call for Projects. 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 Organizer, 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 Call for Projects 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 Organizer shall not be held liable in the event Candidates are prohibited and/or otherwise restricted from participating to the

Call for Projects 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 Call for Projects.

In order to be eligible to the Paris Region's grant that constitutes a prize of the Call for Projects, 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 Call for Projects.

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

The Call for Projects will take place between September 7<sup>th</sup> 2023 and November 30<sup>th</sup> 2023. The Timeline/Schedule/Calendar of the essential stages of the Call for Projects (submission dates / selection of the finalists / date of the final) will be published on the Organizer's website created for the Call for Projects (<https://softwarerepublique.eu> – the “**Organizer's Website**”).

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

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

- (i) answer all the questions of the form available on the Organizer's Website;
- (ii) provide a deck describing their core business (ten (10) slides) then detailing the technical solution proposed to set up on the concept vehicle and the use case it serves (four (4) slides).

These items, collected under the sole responsibility of the Candidates, have to be submitted using the form on the Organizer's 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 Call for Projects, 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 Organizer.

To validate entries, the Organizer 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 CALL FOR PROJECTS**

The jury members of the Call for Projects will be composed of technical experts in the domain addressed, working for the members of the Organizer.

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 – CALL FOR PROJECTS PROCEDURE**

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

Among the Candidates entering the Call for Projects in full respect of the conditions and timeline/Schedule/Calendar set out in articles 1 to 5 of the present rules of the Call for Projects (the “Rules”) and of the requirements stated on the Organizer’s 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 provide value to its identified user?
- Quality of the team

After having studied the entry files, the Organizer 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 Organizer’s 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 no, one or several “Winner(s)”.

#### **Article 8 – PRIZE DESIGNATION**

The Winner(s) will be granted :

- access to Software République incubator for six (6) months;
- the opportunity to set up the solution on the concept vehicle 2024 at his own expense (for the avoidance of doubt, (i) no charge will be invoiced to the Winner(s) by the Organizer, and (ii) the Winners’ own expenses shall not be covered by the Organizer)

The value of the prizes cannot be disputed.

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

Candidates remain the owner to the intellectual property rights they generate within their participation to the Call for Projects and can use it freely provided that such use does not entail use or reproduction

on the Information of the Organizer. If one or several Organizer 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 Call for Projects, the Candidates will receive from the Organizer, 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 Organizer 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 Call for Projects 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 Organizer 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 Organizer cannot be held accountable for any problem concerning the prizes.

#### **Article 11 – ACCEPTANCE AND ACCESS TO THE RULES OF THE CALL FOR PROJECTS**

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 Organizer. Only one request per Candidate (same name, same address) will be accepted during the duration of the Call for Projects.

All entries to the Call for Projects 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 Call for Projects 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 Organizer, necessary additions or modifications to the present Rules can be brought during the progress of the Call for Projects. These additions or modifications are opposable to all participating Candidates from the moment of their publication on the Organizer’s Website.

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

Through their participation in the Call for Projects, Candidates grant the Organizer 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 Organizer, 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 Call for Projects, all Candidates must provide the Organizer 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 Organizer in order to manage the Call for Projects. Any Personal Data collected in the context of the Call for Projects 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 Organizer acting as data controller to achieve the purpose of the Call for Projects 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 Call for Projects and in compliance with applicable data protection laws or regulations.

The Organizer 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 Call for Projects 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 Organizer. Candidates may exercise their rights of access to and correction of Personal Data by writing to: 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 Organizer and settled according to the applicable French legislation.

Any dispute concerning the Call for Projects 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.