

Verizon 5G Immersive Retail Accelerator Program
Participation Agreement

1. **Overview.** Startup companies that are registered and validly formed businesses located in either the United States or United Kingdom (each a “**Company**”) can submit applications (each an “**Application**”) for the opportunity to participate in a four-month 5G Immersive Retail Accelerator Program offered by Verizon (“**Program**”). As part of the Program, Companies shall create solutions using the Verizon Private 5G Network (“**Verizon Network**”) to solve retail industry challenges, as further described [here](#) (each a “**Challenge**”). Each Company must submit a written proposal of a solution addressing one of the Challenges using the Verizon Network (each a “**Solution**”). If Company is accepted to participate in the Program, it will receive certain prototype funding and have access to industry professionals and executives of prominent retail enterprises to advise the Company as it develops a tangible, commercial version of the Solution (“**Prototype**”). Verizon may additionally provide each Company with access to Verizon 5G Lab facilities (“**5G Lab**”) for showcasing and marketing the Prototype.

Each Company must agree to the following terms and conditions to participate in the Program. This agreement (the “**Agreement**”) is made and entered into as of the date signed below (the “**Effective Date**”) by and between Company and “**Verizon**”, which refers to Verizon UK Limited and its affiliates. Participation in the Program is by invitation only, and such invitation is not transferrable to a third party. Verizon reserves the right, in its sole discretion, to make changes to or discontinue the Program in whole or in part at any time without advance notice. Upon completion of the Program, Verizon may extend certain showcasing opportunities to a Company around its Solution and Prototype. Participation in the Program does not guarantee any further engagement by Verizon.

2. **Digital Catapult.** [Digital Catapult](#), a leading UK technology innovation agency, will conduct the day-to-day management of the Program on behalf of Verizon. As such, Company shall fully review and refer to the terms and conditions and privacy policy located at Digital Catapult’s website, along with any additional terms and conditions separate from this Agreement that Digital Catapult may provide as part of this Program (“**Additional Terms**”). The Additional Terms shall govern Company’s submission of an Application and its Program participation. Any changes to the Additional Terms shall be effective immediately upon Digital Catapult publishing them to its website or providing them to Company, as applicable. Company’s violation of the terms under this Agreement or any Additional Terms shall constitute a material breach of this Agreement, and shall immediately disqualify Company’s Application and terminate its participation in the Program.

3. **Program Framework.**

- a. **Submission of an Application.**

- i. To become eligible to participate in the Program, each Company shall submit an Application by no later than 23.59 UK time on 25th July 2021 by submitting the written application form through Submittable. The Application should outline a proposed written Solution leveraging the Verizon Network to address one of the Challenges. Each Company may submit only one Application, and Verizon reserves the right, in its sole discretion, to accept or reject any Application for any reason or no reason.
- ii. Company must designate a point of contact (“**Company Contact**”) with a valid Company email address to receive correspondence on behalf of Company for the duration of the Program. Company is responsible for making sure that it can be reached by email via the Company

Contact. If the Company Contact cannot be reached or fails to timely respond to an email, the Company's Application and its participation in the Program may be disqualified and terminated.

- iii. By submitting an Application and participating in the Program, Company represents and warrants: (a) Company is the sole and exclusive owner of the Solution, and the Prototype that is derived therefrom, and neither the Solution nor the Prototype are subject to any claim of ownership by any third party; (b) the Application, Solution and Prototype are Company's own creations and 100% original; (c) neither the Solution nor the Prototype will infringe on any intellectual property, proprietary, moral, or other rights of any third parties; (d) Company has all appropriate rights to use, and to grant Verizon the right to use, any third party content or technology used to develop, or that is incorporated into, the Solution and Prototype; (e) the Application does not violate the rights of any third party or any local, state, provincial, national or foreign law, including any right of publicity, right of privacy or any other proprietary right; (f) the Application does not contain the confidential information of any third party, and to the extent it contains Company's confidential information, the Company acknowledges such information immediately becomes non-confidential the moment Company submits the Application; and (g) the Application is submitted by an employee of Company, on Company's behalf, who has the power to do so on behalf of the Company.

b. **Selection Process.**

A panel of retail industry and Verizon subject matter experts ("**Program Panel**") will evaluate each Application by assessing certain criteria, including but not limited to, whether:

- the Solution solves the individual Challenge it identifies in the Application and addresses;
- the Company has the technical background to build a Prototype of the Solution submitted;
- the Verizon Network plays a role in enhancing the Solution;
- a pre-existing third-party product, service or application similar to the Solution already exists;
- a clear and near-term path to adoption of the Solution exists; and
- the Solution is scalable.

The Program Panel will assess in its sole discretion each Application and invite certain Companies to participate in the Program (each a "**Participant Company**"). A Participant Company must sign this Agreement and provide any additional documentation as reasonably requested by Verizon and Digital Catapult for Program participation.

- c. **Prototype Funding.** Upon Participant Company signing this Agreement and providing any additional documentation as requested by Verizon or Digital Catapult, each Participant Company will receive an aggregate payment of £40,000 (or the USD equivalent if the Participant Company is a US Company), ("**Prototype Funding**") by either Verizon or Digital Catapult for Prototype development of its respective Solution.

Company will otherwise be responsible for its own costs and expenses in connection with its Program participation. Funding is subject to the express requirement that Participant Company provide all necessary documentation reasonably requested by Verizon and Digital Catapult to meet applicable federal, state, provincial, local and other tax reporting laws or regulations as applicable. All Prototype Funding will be net of any taxes Verizon and Digital Catapult are required by law to

withhold. To the extent permitted by law, all taxes imposed on Prototype Funding is the sole responsibility of each Participant Company.

- d. **Prototype Development.** Each Participant Company shall work diligently during a 10 week period of the Program (“**Program Term**”) to develop its Solution into a Prototype. Verizon, in its sole discretion, may extend or shorten the Program Term. Members of the Program Panel and industry professionals will mentor and advise each Participant Company throughout this process. Each Participant Company shall develop its Prototype at an offsite facility of its choosing that is procured and paid for by that Participant Company during the Program Term.
- e. **Prototype Showcasing.** Upon completion of the Prototype, each Participant Company shall work with Verizon and Digital Catapult to externally market and promote each Prototype as Verizon sees fit. Verizon makes no guarantees that Participant Company’s Prototype will be used for any purpose, and neither Verizon nor Digital Catapult shall be liable or responsible in the event any Prototype is not used for any reason. For the avoidance of doubt, Participant Company acknowledges that Verizon is not obligated to take any action whatsoever with regard to a Prototype created by Participant Company.

4. Confidential Information.

- a. In the course of Participant Company’s activities during the Program, Verizon may provide non-public information about its networks, operations, business, research and development activities or other information that it keeps confidential (“**Confidential Information**”). Confidential Information includes information shared in any format (e.g., written, graphic, electronic, visual, oral, etc.), so long as it has been identified as "confidential" or "proprietary" if disclosed in writing, or if disclosed orally, it is identified at the time of disclosure as confidential or proprietary or if such information should reasonably be believed to be confidential. Confidential Information may include information that is confidential to Verizon or Verizon’s equipment suppliers, vendors, customers participating as part of this Program or other contracting parties, and Participant Company agrees that those third parties have the right to enforce the confidentiality provisions of this Agreement with respect to their Confidential Information. Participant Company additionally acknowledges that information related to the Program, including, but not limited to, this Agreement and its participation in the Program, constitutes Confidential Information and must not be disclosed during the Program Term. Confidential Information will not include any information that (i) through no fault of Participant Company becomes publicly known, (ii) was known to Participant Company before Verizon’s disclosure, (iii) Participant Company receives from a third party under no obligation of confidence to Verizon, or (iv) Participant Company is required to disclose by law.
- b. Participant Company agrees not to disclose Confidential Information except (a) to Verizon’s employees and contractors that are involved in the Program; or (b) when given written permission by Verizon to do so. Participant Company also agrees only to use Confidential Information in connection with the Program and not for any other purpose. In the event of an unauthorized disclosure or misuse of Verizon’s Confidential Information, Participant Company agrees to immediately notify Verizon and Digital Catapult and cooperate with Verizon and Digital Catapult to mitigate such disclosure or misuse.
- c. Once the Program is completed, or if Participant Company’s participation in the Program ends (or at any time on request from Verizon), Participant Company agrees to destroy all Confidential

Information in its possession, certifying it has done so, or deliver all copies of the Confidential Information to Verizon.

5. Intellectual Property and Ownership.

- a. **Participant Company Property.** Subject to any intellectual rights granted hereunder and Verizon's rights in Verizon Property (including its Confidential Information), Participant Company retains all right, title and interest in and to its Solution and Prototype, along with ownership rights in and to any of its other intellectual property owned prior to the Effective Date or used outside the scope of this Agreement ("**Participant Company Property**"). Solely to the extent that any Participant Company Property is incorporated into the Verizon Property (defined hereafter), Participant Company hereby grants to Verizon a non-exclusive, worldwide, irrevocable, perpetual, transferable, sublicensable, royalty-free, fully paid-up license and right to use the Participant Company Property in connection with Verizon fully exploiting such Verizon Property.
- b. **Verizon Property.** During the Program Term, Verizon may provide Participant Company with access to and use of the Verizon Network, 5G Lab(s), software, APIs, and any other related equipment, technology or materials owned or licensed by Verizon (or its third-party suppliers or other contracting parties) (collectively, "**Verizon Property**"). Notwithstanding anything to the contrary, Verizon and its third-party suppliers and other contracting parties, as applicable, shall own and retain all right, title and interest in and to the Verizon Property, all intellectual property rights therein, and any derivative works thereof. Verizon reserves all rights not expressly granted hereunder. Participant Company must take care of the Verizon Property using a reasonable degree of care. Participant Company may not transfer, sell, give, or lend the Verizon Property to another individual or entity. The Verizon Property may only be used for the Program and not for any other purpose, and Participant Company does not acquire any other rights, express or implied, in the Verizon Property. Participant Company agrees not to disassemble or reverse-engineer the Verizon Network or any other related equipment, technology or materials, or decompile, translate, copy, adapt, vary or alter any of the other Verizon Property, as applicable, other than for the purpose of creating interoperability with an independently created program. Participant Company agrees to follow all 5G Lab policies and procedures, including any policies of the Verizon Contacts (defined hereafter) that are communicated by Verizon to Participant Company. Additionally, Participant Company agrees not to photograph or video record the Verizon Property other than in connection with the Program, provided that images of the Verizon Property shall be deemed to be Verizon's Confidential Information. Some Verizon Property may require additional terms and conditions, and if so, those terms will be made available to Participant Company and will take precedence over any conflicting terms in this Agreement. Participant Company agrees to return the Verizon Property to Verizon, and fully vacate the 5G Lab(s), at the end of the Program.
- c. **Feedback.** If Participant Company provides Verizon with feedback concerning the functionality and performance of the Verizon Property, including, without limitation, identifying potential errors and improvements based on Participant Company's use of the Verizon Property ("**Feedback**"), such Feedback may be used by Verizon, or its third-party suppliers or other contracting parties to improve or enhance the Verizon Property. Accordingly, Participant Company hereby assigns any rights Participant Company may have in the Feedback to Verizon, and such Feedback shall be deemed Verizon's Confidential Information.
- d. **Disclaimers.**

- i. The Verizon Property is provided “as is”. Verizon makes no warranties or guarantees with respect to how it will perform and whether or not it will be available when Participant Company wants to use it. Any and all express and implied warranties including, but not limited to, warranties of merchantability or fitness for any use or purpose, are expressly excluded and disclaimed. Participant Company agrees that Verizon, Digital Catapult and their respective employees, suppliers, contractors, and agents shall not be liable to Participant Company for any loss or damage arising out of or caused by Participant Company’s use of the Verizon Property, or any of Participant Company’s other actions/inactions during the Program. Participant Company acknowledges that Verizon (either by itself or through its suppliers and other contracting parties) may currently or in the future be conducting research or development activities related to products or services in areas similar to that of the Solution(s) and Prototype(s) developed during the Program, but independent of the Program. Participant Company further acknowledges that Verizon may be independently developing, making, or marketing products or services that are or may be competitive with other products or services of Participant Company. Participant Company agrees not to assert any intellectual property rights Participant Company may obtain from Participant Company’s development of any Solutions or Prototypes, or other products or services, against Verizon (or its suppliers or other contracting parties) with respect to any of Verizon’s independently developed products or services.
- ii. Participant Company agrees to use the Verizon Property for lawful purposes only and in compliance with all applicable laws, rules and regulations. The export, import, and use of certain hardware, software, and technical data provided hereunder is regulated by the United States and other governments, and Participant Company agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act; the regulations promulgated thereunder by the U.S. Department of Commerce; for a Participant Company located in the United Kingdom, the UK Export Control Legislation; and any other applicable laws or regulations.
- iii. Verizon monitors the Verizon Property and collects data, such as the date and time of communications, the source and destination network addresses (IP addresses, MAC addresses), URLs, the size of the communications, the network protocol being used, the domain name of servers to whom the communications are directed, and other such network, routing, and performance-related data. Verizon uses this data to monitor and maintain the Verizon Property and to evaluate and improve Verizon Property. Participant Company’s use of the Verizon Property constitutes consent to this data collection and use. By signing this Agreement below, Participant Company additionally agrees to provide its employees and contractors with all necessary notice, and to obtain from them all appropriate consent, in relation to such monitoring activities and use of data by Verizon.
- iv. If the Verizon Property is configured to provide access to the public Internet, Participant Company is responsible for its use of the Internet and anything that happens to Participant Company while on the Internet. The Verizon Property does not provide data encryption or security or firewall or anti-virus or any other such features or functionality. Participant Company is solely responsible for maintaining the security of its computer(s) and data, including without limitation, encryption of data and protection of Participant Company’s IDs, password and personal and other data.

6. Conditions.

As a condition of participating in the Program, Participant Company hereby agrees as follows:

a. **Marketing and Publicity.**

- i. Verizon may use the Solution and Prototype in Verizon's marketing materials at its discretion for promotion or reporting in relation to the Program and the 5G Lab(s), and Participant Company agrees to execute any agreements that may be requested by Verizon or Digital Catapult in order to enable such marketing materials to be created, distributed, displayed or performed. Participant Company agrees to be named in any use cases or case studies developed and published by Verizon in relation to any Solutions or Prototypes, the Program, or other marketing materials for use in the sale and marketing of Verizon products and services. Participant Company agrees to provide reasonable support, and make its Solution and Prototype available, throughout the development of use cases or case studies, including, but not limited to, provision of quotes for publication and participation of its employees and executives in interviews with Verizon representatives or Verizon Contacts at the 5G Lab(s), Verizon events, executive briefings, or tradeshows.
- ii. Verizon has the right to film, videotape, photograph, and make audio recordings of the Program events and all activities related to the Program (including case studies and interviews), and to use (e.g., reproduce, edit, store, distribute, display, transmit, and perform) such recordings, in whole or in part, in promotion of the Program or Verizon's products or services, in any manner and by any mode of delivery, in any and all media whether known or invented later, without notice or additional compensation to Participant Company. For clarity, this includes permission to use Participant Company's name, logo(s), trade name(s), trademark(s), service mark(s) and trade dress, video/audio of Participant Company's demonstrations, as well as the names, likeness, voice and biographical material of Participant Company's employees participating in the Program and in connection with the foregoing. Participant Company agrees to release, indemnify, and hold harmless Verizon from and against any and all claims that may be made against Verizon based on such recordings or Participant Company's demonstrations. In the event of a dispute, Participant Company agrees that Participant Company shall be limited to remedies at law, and in no event shall Participant Company have the right to enjoin or prevent the production, distribution, exhibition or other exploitation of the advertising, promotion and publicity related to the foregoing.

- b. **Marketing Exclusivity.** Participant Company shall not agree to be showcased, exhibited, or otherwise be a participant in any marketing or advertising material or a similar program leveraging 5G or edge computing or event of any other telecommunications service provider or telecommunications equipment provider in either the United States or United Kingdom for a period of twelve (12) months following the end date of the Program. The foregoing limitation shall not prohibit the undersigned from development or commercialization activities.

- c. **Right of First Refusal.** Within sixty (60) calendar days following Participant Company's determination that its Solution or Prototype is ready to be made commercially available, Participant Company will notify Verizon in writing of such determination. As of the date of such notice ("**ROFR Trigger Date**"), Participant Company will grant, and does hereby grant, to Verizon a right of first refusal to be the exclusive licensee for the commercial distribution or operation of the Solution or Prototype at commercial terms no less favorable than those offered to any third-party for the same or substantially similar volume of licenses, fields of use, territories, and the like ("**ROFR**"). Such ROFR will remain in effect for sixty (60) calendar days from the ROFR Trigger

Date (“**ROFR Period**”). Verizon may elect to exercise the ROFR at any time during the ROFR Period. If Verizon elects not to exercise the ROFR during the ROFR Period, and, within sixty (60) calendar days of such election Participant Company proposes commercial terms more favorable to a third-party than Verizon for substantially similar rights, Participant Company will promptly notify Verizon thereof and afford Verizon at least thirty (30) calendar days after the date of such notification in which to enter into a commercial agreement with Participant Company on such terms.

- d. **Non-Circumvention**. Participant Company hereby acknowledges that the relationships between Verizon and its existing clients, customers, partners and collaborators (“**Verizon Contacts**”) represent a significant investment by Verizon. Accordingly, Participant Company shall not directly or indirectly contract with any such Verizon Contacts it gains access to or engages with as part of or as a result of the Program in connection with Company’s Solution or Prototype, except in the context of an arrangement with Verizon during the Program Term and for a period of one (1) year following the expiration or termination of this Agreement.
- e. **Digital Catapult**. Despite sub-clauses (b) and (d) above, Participant shall not be restricted from entering into any discussion or contractual agreement with Digital Catapult, and fully participating in Digital Catapult’s projects or programs, including with related third parties during such projects or programs. However, for the avoidance of doubt, this does not interfere with the obligation to Verizon under sub-clause (c) – right of first refusal.

7. General Terms and Conditions

- a. These terms continue in force even after the end of the Program. Be aware that Verizon may take legal action to prevent or remedy breaches of this Agreement, including seeking injunctive or other equitable relief, as well as any other remedies available in law or equity.
- b. By signing below, Participant Company, for itself and its successors and assigns, hereby agrees, unless prohibited by mandatory law, to release, indemnify and hold harmless Verizon, Digital Catapult, and their respective employees, officers, directors, third-party suppliers and other contracting parties from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury or death which may occur in connection with, preparation for, travel to, or participation in the Program.
- c. By signing below, Participant Company agrees to the terms set forth in this Agreement. This Agreement (and any other documents expressly incorporated herein by reference) constitute the entire agreement between Participant Company and Verizon with respect to the Program and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. No amendment to this agreement shall be valid unless in writing and signed by Participant Company and Verizon. This Agreement shall be governed by the laws of the State of New York when the Participant Company is a US Company and the laws of England and Wales when the Participant Company is an English Company without regard to its choice of law principles. This Agreement may be executed in counterparts utilizing electronic or scanned signatures.

ACCEPTED AND AGREED TO BY:

COMPANY

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____