

APPStart Challenge Terms and Conditions

SPONSOR. WiSys Technology Foundation, Inc., 401 Charmany Dr Suite 205, Madison, WI 53719 (“WiSys”)

APPSTART CHALLENGE PERIOD. The WiSys APPStart Challenge (“APPStart Challenge”) begins October 6, 2020 at 8:00 a.m. Central Daylight Saving Time (“CDT”) and ends June, 2021. The APPStart Challenge will take place in three phases: (1) the Entry Period which begins October 6, 2020 at 8:00 a.m. CDT and ends November 2, 2020 at 11:59 p.m. CDT; (2) the Semifinalist Period which will take place between November, 2019 and December, 2020; and (3) the Finalist Period which will take place starting January, 2021.

AGREEMENT TO THE OFFICIAL RULES. By participating in the APPStart Challenge, all Entrants fully and unconditionally agree to and accept these Terms and Conditions (and any amendments thereto), the terms of all documents referenced or linked herein, and WiSys’s decisions which are final and binding in all matters related to the APPStart Challenge. Winning is contingent upon complying with all requirements set forth herein.

ELIGIBILITY. The APPStart Challenge is open only to individuals who are faculty, staff, student, or alumni of UW-Eau Claire, UW-Green Bay, UW-La Crosse, UW Oshkosh, UW-Parkside, UW-Platteville, UW-River Falls, UW-Stevens Point, UW-Stout, UW-Superior and UW-Whitewater, who are residents of one of the fifty United States or the District of Columbia and eligible to form and operate a business in the State of Wisconsin. Although the APPStart Challenge is open to faculty, staff, students, or alumni anywhere in the fifty United States or District of Columbia, the winning Entrants must be willing to relocate to (or have an operating presence in) the State of Wisconsin. Employees, interns, directors, and officers and their immediate families (husbands, wives, brothers, sisters, parents and children and their spouses) and household members (whether or not related) of WiSys are not eligible to participate or win.

Each individual submitting a proposal (or group of individuals jointly submitting a proposal) for the APPStart Challenge is an “Entrant.” The submitted proposal is the “Entry.” There is no limit to the number of Entries that individual or group Entrants may submit.

HOW TO ENTER. During the Entry Period, visit <https://www.wisys.org/events/appstart> (the “APPStart Challenge Website”) and complete all non-optional fields on the entry form. Entries should contain valid information for all requested fields via the web submission portal, cannot contain any knowingly false information, and must answer or address the following issue:

Describe your idea for a mobile application around which you would like to build a business.

Entries (a) submitted after the Entry Period or (b) which fail to meet the criteria set forth below may be disqualified.

To be eligible for the APPStart Challenge, Entries must be the original work of the Entrant; Entries (i) must be the original and sole creation of the submitting Entrant, and all right, title and interest including but not limited to the copyright in any Entry, must be owned solely by the submitting Entrant; (ii) may not infringe upon any third party's rights, including but not limited to, copyright, patent or trademark, or rights of privacy or publicity, or contain material that is or may be considered defamatory, slanderous or libelous, or portray or depict any person, product or entity in a false light; (iii) may not violate any law, rule or regulation; (iv) may not contain any virus, bugs, or other deleterious material; and (v) may not contain reasonably offensive content, for example but not limited to, profanity, defamatory statements, words or symbols widely considered offensive to individuals of any certain race, ethnicity, religious, sexual orientation or socioeconomic groups, threats to any person, place, business, or group. Each Entrant warrants and represents that his/her Entry complies with all of these conditions. Any non-complying Entry will subject the Entrant to disqualification at WiSys's sole discretion. For purposes of this paragraph, in cases of Entrants of two or more persons, ownership or creation of one producing team member will be accepted.

For clarity, submission of the Entry for the APPStart Challenge will not be construed as transferring or conveying ownership of the underlying idea (or other proprietary rights) to WiSys. Subject to the terms and conditions herein, all Entrants will retain ownership of whatever rights they may possess in their ideas at the time of submission.

ODDS. As this is subjectively judged, as described herein, winning is dependent upon the perceived quality of entries received and the skill of the individual Entrants.

Anticipated Timeline:

1. Entries must be submitted by 11:59pm November 2, 2020.
2. November 2020: an external panel will review idea submissions and select Semifinalists.
3. December 2020: Semifinalists will pitch to APPStart partners.
4. January 2021 – May 2021: Finalists will participate in an entrepreneurship program to develop a business plan and work with an app development partner to build the prototype.
5. June – July 2021: a panel of judges will evaluate final presentations and awards will be announced.
6. September 2021: deadline for the finalists to create a company for the transfer of assets (e.g. prototype) and cash prizes.

SELECTION OF SEMI-FINALISTS. All Entries submitted to the APPStart Challenge will be reviewed by an external panel comprised of investors and business experts chosen by WiSys in its sole discretion. The panel will determine a group of Semifinalists using their

judgment in accordance with these Terms and Conditions and input from WiSys. The panel will nominate up to thirty (30) Semifinalists (a minimum of one from each campus), although WiSys may increase or decrease those numbers as it deems fit. The panel may consider the following selection criteria:

1. The significance of the problem or unmet need identified in the Entry, to be solved by an app.
2. Does the idea serve an identifiable potential market? What is the breadth or specificity of the users who will be served by the app?
3. What is the feasibility/complexity of the proposed App? Is a mobile app the best solution for the problem/unmet need?
4. What is the novelty of the proposed mobile application? What is the proposed app's competitive advantage?
5. What is the potential for a scalable business to be built around the mobile app?

The group of Entrants selected by WiSys in consultation with the judges will then proceed to the next round of judging (the "Semifinalists"). All individuals submitting an idea will be notified of the decision in December 2020. Each potential Semifinalist will be notified by email according to the contact information submitted as part of the Entry. If any potential Semifinalist does not respond to such Semifinalist Notification within two (2) business days of the time of issuance, they may be disqualified, and an alternate Entrant may be selected as a Semifinalist instead. All Semifinalists will be required to sign (via DocuSign) the WiSys APPStart Challenge Memorandum of Understanding (MOU). The MOU serves to confirm that the Semifinalists have agreed to the APPStart Challenge Official Terms and Conditions and will participate in the remainder of the applicable APPStart Challenge activities as set forth below.

FINALIST SELECTION. Semifinalists will then be required to pitch their idea for the opportunity to advance in the challenge. Prior to pitching, the Semifinalists will be required to attend two entrepreneurship training sessions focused on creating and pitching app-based businesses. There will be virtual pitch sessions in December on a date and time to be determined by WiSys. The pitches will be scored by a panel of judges selected by WiSys in its sole discretion, but will generally include industry representatives, experienced entrepreneurs, and WiSys representatives. Failure to attend the pitch session will disqualify Semifinalists. The panel will score each Semifinalist pitch based upon the same general criteria as set forth above plus consideration of:

1. The ability of the presenter to clearly convey their idea and how it will solve the identified problem. (E.g., the quality of the overall pitch *content*.)
2. The quality of the pitch that was delivered. (E.g., the presenter's ability to speak clearly, make eye contact, keep within the time limit, professional appearance, ability to project confidence and aptitude for running a business).

The scores will be used in determining the APPStart Challenge Finalists.

WiSys in consultation with the panel of judges will then select three (3) Finalists:

WiSys reserves the right to select more or fewer Semifinalists or Finalists if the quality or quantity of eligible Entries warrants doing so. Decisions of judges are final and binding in all respects. Being named a Semifinalist or Finalist is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Terms and Conditions.

FINALIST REQUIREMENTS. The Finalists will be notified by WiSys in January, 2021. Each potential Finalist will be notified by email (“Finalist Notification”). If any potential Finalist does not respond to such Finalist Notification within two (2) business days of the time of issuance, disqualification may result and an alternate Finalist may be chosen instead.

The Finalists will be required to sign a Finalist Letter, which will be provided to them shortly after confirmation of their status as Finalists. The Finalist Letter will: (1) include further specifics regarding Finalist expectations leading up to the selection of a winner (e.g., the name of the app development partner they have been assigned, the date of the final pitch, etc.); and (2) confirm that each Finalist will form a company (e.g., LLC or C-Corporation) within ninety (90) days after the final pitch session; and (3) that the Finalist and their company will sign the APPStart Challenge Finalist Agreement, a copy of which can be found at: <https://www.wisys.org/assets/documents-resources/WiSys-AppStart-Challenge-Finalist-Agreement-October-2020.pdf>. If a Finalist does not sign the Finalist Letter within two weeks of the Finalist Notification, another Finalist will be chosen instead.

WiSys will pair each Finalist with an app development partner to develop a tappable prototype for their mobile application. WiSys will have sole discretion in choosing app development partners for each Finalist. Support for this development is provided by WiSys, and the Finalists will not be required to pay any amounts toward the app development efforts. However, the Finalists are expected to work solely with the chosen app development partner for the duration of this Challenge. WiSys will have the right to receive, upon request, any updates and other information from the app development partners (including copies of all work product) and the Finalists during this process. WiSys will own all work product arising from the work done toward the prototype by the app development partner and Finalist, which will be licensed back to the Finalist's company at the end of the Challenge in accordance with the terms and conditions of the APPStart Challenge Finalist Agreement and these Official Terms and Conditions.

In addition, each Finalist will be required to work with the entrepreneurship program to develop a business plan. Additional one-on-one dedicated support for development of a business plan and other startup training will be provided by the WiSys Manager of Innovative Ventures.

Finalists are expected to have completed development of their business plan and prototyping work by May 31, 2021 and will submit the associated materials to WiSys on such date. Finalists will then present their business plan and mobile application prototype to a panel of judges on a date to be determined shortly thereafter. The judges' scores will be used in determining the APPStart Challenge Winner, Runner-Up, and Second Runner-Up.

AWARD. The APPStart Challenge Winner, Runner-Up, and Second Runner-Up will be informed of their selection by email.

Upon being notified of their status as the Winner, Runner-Up, or Second Runner-Up, the associated Entrants will be expected to form a company (e.g., an LLC or C-Corporation) within 90 days, for the purposes of executing the APPStart Challenge Finalist Agreement and receiving the Award. WiSys will not directly support company formation (financially or otherwise), but may in its discretion provide any of the following: (1) sample company formation documents; (2) educational resources for company formation; (3) referrals to professionals who can assist in company formation; or (4) if the Finalist provides a specific request in advance with a quotation from a qualified professional, WiSys may release (in its sole discretion) an advance of up to \$1,000 of the applicable cash prizes below to pay for attorneys fees and government costs toward such company formation. Once the Winner, Runner-Up, or Second Runner-Up have formed their companies, they will be expected to execute the APPStart Challenge Finalist Agreement with WiSys. The APPStart Challenge Finalist Agreement includes, among other terms, a potential future Commission payable to WiSys on certain events for use by WiSys as general funding toward future APPStart Challenges and other WiSys programming and to recoup fees expended by WiSys. The following Awards shall be given to the Winner, Runner-Up, or Second Runner-Up who have signed the APPStart Challenge Finalist Agreement:

- A cash prize of \$5,000 will be awarded to the new startup business of the winning Finalist.
- A cash prize of \$2,500 will be awarded to the new startup business of the runner-up Finalist.
- A cash prize of \$1,500 will be awarded to the new startup business of the second runner-up Finalist.
- The Winner, Runner-Up, and Second Runner-Up and their respective companies will be announced and promoted State-wide by WiSys and will receive additional startup training and support through the WiSys Office of Innovative Ventures.

The APPStart Challenge Winner, Runner-Up, and Second Runner-Up must also agree (a) to locate at least twenty percent (20%) of its business operations (e.g., employee work hours) within the State of Wisconsin ("Wisconsin Presence").

The awarding of any Award is contingent upon full compliance with these Official Rules. By submitting their Entry, Entrants hereby agree to be bound by Official Terms and

Conditions. Entrants understand that WiSys and the judges, app development partners, other sponsors, and any other individuals or entities associated with putting on the APPStart Challenge ("APPStart Challenge Entities") are not liable for injuries, losses or damages of any kind arising from participation in this APPStart Challenge and acceptance, possession and use of Award. Decisions of WiSys are final and binding in all respects. All expenses and costs associated with the acceptance or use of the Award (e.g., travel costs, and other incidentals) that are not expressly specified in these Official Terms and Conditions as being part of the Award are the responsibility of the APPStart Challenge Winner, Runner-Up, and Second Runner-Up respectively.

GENERAL CONDITIONS AND RELEASE. Except where prohibited by law, by participating, each Entrant (a) agrees to release WiSys, the APPStart Challenge Entities, and each of their respective parents, affiliated companies, subsidiaries, directors, officers, agents, employees, managers, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the APPStart Challenge, and all of their respective officers, directors, employees, agents and representatives from any and all liability for any claims, costs, injuries, losses or damages of any kind that may occur, directly or indirectly, in whole or in part, by their participation in this APPStart Challenge, including the unauthorized or illegal disclosure or access to personally identifiable or sensitive information; (b) if selected as a winner of any phase, consents to the use by WiSys, and each of their respective designees of the winner's name, hometown, photograph, voice, or other likenesses and all other Entry information for promotion, advertising and marketing purposes in any media or format now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law, and upon request will provide written confirmation of such consent; and (c) ACKNOWLEDGES THAT NEITHER WISYS NOR ANY OTHER INDIVIDUAL ASSOCIATED WITH THE APPSTART CHALLENGE (INCLUDING, E.G., JUDGES AND APP DEVELOPMENT PARTNERS), OR ANYONE ELSE HAS EITHER MADE, OR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR, ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY RESULT OF THE APPSTART CHALLENGE OR THE AWARD INCLUDING, BUT NOT LIMITED TO, ITS MERCHANTABILITY, FITNESS, SUITABILITY, ACCESSIBILITY, QUALITY, NON-INFRINGEMENT, VALUE, SAFETY, REGULATORY APPROVAL, USER ADOPTION, PLATFORM INTEGRATION, ERROR-FREE STATUS, UP TIME, OR AVAILABILITY. Neither any of the APPStart Challenge Entities nor any service providers are responsible for incorrect or inaccurate transcription of entry information, or for any human or other error, technical malfunctions, lost or delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to an Entrant's or any other person's computer related to or resulting from participation in this APPStart Challenge. CAUTION: ANY

ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE ANY WEBSITE ASSOCIATED WITH THE APPSTART CHALLENGE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE APPSTART CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WISYS WILL DISQUALIFY ANY SUCH ENTRANT, AND WISYS AND THE APPLICABLE APPSTART CHALLENGE ENTITIES AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK AVAILABLE REMEDIES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT OR INDIVIDUAL(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. No failure to enforce any term of these Official Terms and Conditions shall constitute a waiver of that provision.

If for any reason the APPStart Challenge (or any portion thereof) is not capable of being executed as planned, or in the case of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes that in the opinion of WiSys, or any of the applicable APPStart Challenge Entities, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this APPStart Challenge (or any portion thereof), WiSys and any of the APPStart Challenge Entities reserve the right in their sole discretion to disqualify any suspect Entry or Entrant and to cancel, terminate, modify or suspend the APPStart Challenge (or any portion thereof). In the event of any cancellation, termination or suspension, notice thereof will be posted at the Website and the determination of the Finalists will either not be made at all, or will be made from among all eligible, non-suspect entries received as of the date of such termination, cancellation or suspension, as WiSys determines in its sole discretion. Entrants not complying with all rules are subject to disqualification.

GOVERNING LAW. The APPStart Challenge shall be governed by and interpreted under the laws of Wisconsin without regard to its conflicts of law provisions. By participating, each Entrant agrees that any and all disputes arising out of or in connection with the APPStart Challenge shall be resolved in the courts of competent jurisdiction sitting in Milwaukee, Wisconsin. Except where prohibited, by participating in this APPStart Challenge, each Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this APPStart Challenge, or awarding of the Awards, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this APPStart Challenge but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

AMENDMENTS. These Official Rules, along with APPStart Challenge eligibility, performance, participation, and Awards, are subject to the interpretation, rules,

modifications, and decisions of WiSys who reserves the right to revise, change, suspend or discontinue any aspect of the APPStart Challenge at any time without claim for damage or recourse of any kind.