

## **TERMS AND CONDITIONS FOR PARTICIPATION IN THE 2020 BELL LABS PRIZE**

### **SPONSOR INFORMATION:**

The Bell Labs Prize (the “Contest”) is offered by the Bell Labs Organization of Nokia of America Corporation, a subsidiary of Nokia Corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America (Nokia of America Corporation is referred to as “Sponsor”) pursuant to the requirements found at <http://www.bell-labs.com/prize> (“the Site”) and these terms and conditions (the “Terms and Conditions”) (collectively, the “Offer”).

### **PRIZE(S):**

Subject to these Terms and Conditions, and the requirements found at <http://www.bell-labs.com/prize>, the winners designated on the basis of skill in relation to the criteria for judging submissions found below, once confirmed by Sponsor, will receive the following prizes listed below (the “Prizes”). To the extent permitted by applicable law, Sponsor reserves the right to award fewer than the anticipated number of Prizes, different Prize amounts, or no first, second, or third Prizes in case the quality of the Applications (as defined below) submitted does not, in Sponsor’s reasonable judgment, warrant the award of any or all Prizes identified below:

- A first prize of one hundred thousand United States dollars (\$U.S. 100,000).
- A second prize of fifty thousand United States dollars (\$U.S. 50,000).
- A third prize of twenty-five thousand United States dollars (\$U.S. 25,000).

Payment of any and all applicable taxes on Prizes and other official charges, including but not limited to bank charges, will be the responsibility of the winners. Payment to winners will be by check or such other form of payment as permitted by the applicable law of the jurisdiction in which the winner resides. Prizes may be issued net of all taxes that are required to be withheld. Each Prize winner is responsible for ensuring that he or she complies with all applicable tax laws and filing requirements with respect to the prize.

As a condition to entry into the Offer, and to receipt of any Prize, each entrant agrees to provide all necessary tax or other documentation requested by Sponsor or required by law or the relevant tax authority and to execute and return the Confirming Documents (as defined below). Failure to provide such documentation may result in forfeiture of the Prize. If a potential Prize recipient fails to provide such documentation or comply with such laws, the Prize may be forfeited and Sponsor may, in its sole discretion, select an alternative potential Prize recipient.

### **GENERAL REQUIREMENTS:**

The Offer is a pure skill competition, without an element of chance. Winning the Offer depend on the number of Applications received and the relative strength of each Application as determined by the Jury (as defined below) applying the evaluation criteria set forth in these Terms and Conditions.

The individual accepting the Terms and Conditions and seeking to participate in the Offer by registering with Bell Labs Prize is referred to as “You” or “you.” “Application” means all submissions, proposals, original ideas, documents, or other materials or information submitted to Sponsor in connection with your participation in the Offer, including but not limited to Stage 1 proposals (defined below), Stage 2 proposals (defined below) and presentations regarding them made pursuant to this Offer.

NO PURCHASE NECESSARY IN ORDER TO SUBMIT AN APPLICATION FOR THE CONTEST. THE SPONSOR DOES NOT IMPOSE ANY FEE TO SUBMIT AN APPLICATION.

YOUR APPLICATION IS VOID IF THIS OFFER OR YOUR APPLICATION IS PROHIBITED OR RESTRICTED IN ANY WAY BY NATIONAL, FEDERAL, STATE, OR LOCAL LAW OR REGULATION, EITHER IN THE UNITED STATES OF AMERICA OR IN YOUR HOME JURISDICTION.

BY REGISTERING FOR THE CONTEST, YOU AGREE TO COMPLY WITH ALL OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT REGISTER OR SUBMIT AN APPLICATION.

An Application that does not comply with all the requirements of this Offer will not be eligible for the Contest. Any Applications that cannot be verified to be complete and in compliance with this Offer and the conditions provided on the Site may be disqualified at the sole discretion of Sponsor and without liability of any kind to Sponsor or to you.

Under no circumstances shall any Application, the awarding of a Prize or anything in this Offer be construed as an offer or contract of employment with Sponsor or any of its affiliates. You understand and agree that Sponsor may, but is not obligated to, contact you regarding a possible transaction or other business relationship between the Sponsor and you.

All Applications must be in English.

Application materials or data that have been tampered with or altered are void.

Applications received and the winners’ rights are not transferable and may not be assigned, although a winner may request any of his/her monetary award be shared with or made payable to a third party, and such request may be granted or denied at Sponsor’s sole discretion and winners shall be responsible for payment of any and all applicable taxes and other official charges. In the event any winner cannot be contacted, is unable or unwilling to accept, or otherwise, according to these Terms and Conditions, forfeits any Prize hereunder, another winner may be selected in Sponsor’s sole discretion in accordance with the provisions of this Offer.

**ELIGIBILITY:**

To participate you must (i) be twenty-one (21) years of age or older and legally able to accept this Offer, and (ii) possess a bachelors, masters or doctoral degree from an accredited university or institution of higher learning. If you have acquired this degree outside the jurisdiction you submit the Application from, you must be legally entitled to hold this degree and the associated title in that jurisdiction. You must further meet all the requirements set forth in this Offer.

**The Offer is not open to any other individuals restricted by U.S. export control laws or economic sanctions and/or by any other applicable export control laws.**

In particular, You must correctly identify your country or countries of citizenship as well as your country of residence (and if the countries of citizenship and residence differ, to identify your applicable residency status). Your country of residence must be from among the list available on the Site. Prior to any Application being selected for Stage 2, Sponsor will make its own determination as to whether you are restricted by U.S. export control laws or economic sanctions and/or by any other applicable export control laws (including, but not limited to, requirements for export control licenses) with respect to any disclosures or exports of information that may occur in course of the Contest. Any such restriction will render you ineligible to participate in the Offer. Sponsor's determination is final, non-appealable and binding, and there is no legal recourse against any such determination.

The Offer is not open to residents of the Quebec Province of Canada. The Offer is void where prohibited or restricted by law, including but not limited to jurisdictions where Sponsor would be required either to register with or make a payment to a governmental authority as a legal requirement of holding the Contest in that jurisdiction.

You must abide by all applicable export control laws including but not limited to those of the United States, the European Union, and your country of residence. If any part of your Application and the proposals therein falls in the scope of export control laws, which you must determine independently, you must provide Sponsor with written proof of compliance with all applicable laws, including copies of all required licenses.

Sponsor reserves the right to verify eligibility for participation in the Contest. You may be required to provide documentation, such as proof of identity, citizenship and residence as well as your degree as a condition to participation in this Offer and the receipt of any Prize.

Employees, directors, members, partners, agents, and consultants of Sponsor and its affiliates and their immediate family members as well as the supplier of goods or services in connection with the Contest are not eligible to participate in the Contest. "Immediate family" is defined as the spouses, domestic partners, parents, grandparents, great-grandparents, brothers, sisters, children, grandchildren, and great-grandchildren of the employee and the employee's current and former spouse, if applicable. This definition also includes individuals for whom an employee is the current legal guardian or individuals who are not legally related to but who reside with an employee. ("Step" relationships also are covered by the definition "immediate family"). Further, individuals to whom an offer of employment with Sponsor or one of its affiliates is outstanding or for whom Sponsor provides specific funding for post-graduate studies are also not eligible to participate.

However, notwithstanding the foregoing, interns employed by Sponsor or its affiliates are eligible to participate in the Contest. For the purpose of this Contest, an "intern" means a student currently pursuing a degree at an accredited college or university, hired to work for Sponsor or its affiliates on a temporary basis or a defined student term.

Teams of up to four (4) eligible persons are allowed to participate, provided each member of the team meets the criteria above and follows the additional rules applicable to teams, discussed below.

## HOW TO ENTER:

Proposals for Stage 1 (defined below) of the review process (“Stage 1 proposals”) for the Contest will only be accepted beginning at 9:00 hours (9 a.m.) United States Eastern Standard Time (“EST”) on March 4, 2020 until 20:00 hours (8 p.m.) EST on May 15, 2020 (“Contest Period”). Sponsor’s time keeping is the official timing mechanism in this Contest. Winners are expected to be announced during the week of October 12, 2020. Prizes will be awarded by December 31, 2020.

To submit a Stage 1 proposal and other required material initially required for consideration for the Contest, visit <http://www.bell-labs.com/prize>.

In order to enter, you must take the following steps on the Site:

- Follow the directions regarding the Application process as described on the Site and in these Terms and Conditions and accept these Terms and Conditions by checking the box “I have read, understand, and agree to the Terms and Conditions”.
- For your Application you will be requested to formulate an idea (maximum of 250 words) related to the field of information and communications technologies. You will have the option to attach three (3) pages of text and/or images to illustrate your concept. You may, in particular, choose from a list of categories related to information and communications technologies. The list is not restrictive and you are free to indicate a different category.

Applications may be submitted by individuals (natural persons only) and may not be submitted by or on behalf of, for example, businesses, universities or government entities.

If You are submitting an Application on behalf of a team of individuals, then each member of the team must agree and accept these Terms and Conditions in the manner specified by Sponsor and each member of the team must be eligible to enter this Offer. Where a team is applying, the term “You” or “you” (and “Your” and “your”) as used in these rules shall refer to the team as a whole and to each team member individually. Sponsor reserves the right to disqualify either an individual member or the entire team if eligibility is not maintained by any one or more members of the team. Each participant that is part of the team understands and agrees that they are jointly and severally liable for the acts and omissions of the team and any of its members and hereby appoints the Team Leader (as defined below) as its attorney-in-fact with all power and authority to execute on each member’s behalf such documents as may be requested by Sponsor under the Terms and Conditions. Once a team has registered, the team may not remove or substitute members during the Contest unless the removed or substituted member agrees (in a writing, which writing must be satisfactory to Sponsor) to, among other things, release Sponsor from any and all obligations to the removed or substituted member (including but not limited to obligations to pay all or any part of any Prizes) and confirms that any grant of rights to Sponsor herein survives the removal or substitution of the member. The team may add members provided that any added members are eligible to enter this Offer and comply with the Terms and Conditions. If a prize is awarded to the team, the team members (regardless of the point in time they joined the team) will share equally any Prize awarded to the team unless all members of the team agree differently, in a writing, signed by each member, and prior to awarding of any Prize.

The team member submitting the Stage 1 proposal as described below will be deemed to be the “Team Leader” for contact and Offer administrative purposes. The Team Leader will be responsible for submitting the Stage 1, Stage 2 and all other material on behalf of the team and

each of its members. You may only be a member of one team; however each team may submit multiple Applications.

Applications must be submitted during the Contest Period. Late Applications will not be accepted. Stage 1 proposals may not be cancelled, removed or revoked by You after 20:00 hours (8 p.m.) EST on the May 15, 2020 submission deadline.

All Applications are non-confidential (although Sponsor may treat as confidential (i) all or parts of Applications of its or its affiliates' interns or (ii) any Nokia confidential information disclosed in the course of Contest) and may be disclosed or published by Sponsor, or provided by Sponsor to third parties, such as the Jury (as defined below), in Sponsor's sole discretion. Each Application must be the work of the person or team submitting that Application, the person or team must be under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Application. Each Application must be free of any and all liens, encumbrances and claims of third parties. You understand that nothing prohibits or is intended in any manner to prohibit a report of possible violation of federal law or regulation to any governmental agency or entity or making other disclosures that are protected under whistleblower provisions of applicable law or regulation.

You are responsible for any costs or expenses associated with preparing and submitting an Application and in Stage 1 and Stage 2 of the Evaluation Process, except for the reimbursement of certain limited travel expenses incurred in connection with Stage 2 as set forth below. You assume all risk of damaged, lost, late, incomplete, invalid, incorrect, or misdirected Applications. All Applications (and related information) shall be deemed collected and judged in the United States.

#### **EVALUATION AND JUDGING:**

Each Application will be reviewed by Sponsor, its affiliates or one or more third-party subject matter experts selected at the sole discretion of Sponsor or affiliates (collectively, the "Jury"). Each Stage 1 proposal complying with the terms and conditions of the Offer will be evaluated by the Jury in a first stage ("Stage 1") of review based on the following evaluation criteria and as further specified on the Site: innovation, technical excellence, and feasibility ("Stage 1 Criteria").

You are advised that laws in your home jurisdiction may require that you make applications for Intellectual Property Rights (defined below) in your home jurisdiction before you do so elsewhere and that your submission of an Application may result in rendering it ineligible for intellectual property protection under the laws of your home jurisdiction under certain circumstances. You remain responsible for complying with applicable legal requirements and protecting any intellectual property contained in your Application. You should be guided by your own personal attorneys at your expense as to the desirability of seeking patents or other protection for your Stage 1 proposal, which guidance should be obtained **before** submission of your Stage 1 proposal. Sponsor is not liable to You for any damage or loss resulting for your failure to seek patent or other protection. To the extent any Intellectual Property Rights are, by virtue of your association with a third party (including but not limited to employers or academic institutions) subject to rules, policies, procedures or other obligations thereof, you are obligated to comply with them, and Applicants are required to clear or obtain any needed authorizations for their Stage 1 proposals **before** submission.

---

<sup>1</sup> a

From all the Applications received in Stage 1, the Jury will select up to fifteen (15) Applications on or around June 1, 2020 for a second stage (“Stage 2”) of evaluation using the Stage 1 Criteria, provided that the final number selected may be more or less than fifteen (15) depending on the total number and quality of the Applications submitted. An individual or Team Leader whose Application has been selected for Stage 2 will be notified by email and invited to expand, refine, enhance and modify the Application with the guidance of, and in collaboration (typically via email and some direct contact, for example by phone calls or, in some cases, in-person meetings, if possible) with, a Bell Labs Research Partner (“Partner or “BLRP”). “Partners” may include, but are not limited to employees, contractors, and consultants of Sponsor and its affiliates. In the event that any of the selected individuals cannot be contacted or are unable or unwilling to accept this invitation, another Application may be selected in the Jury’s sole discretion based on the above mentioned evaluation criteria.

The Stage 2 individuals or team leaders and their team will be invited to New Jersey, USA to make a presentation in English regarding their proposal in front of the Jury. Entrants are responsible for making their own travel arrangements and securing all travel documents, including visas, necessary to attend this presentation. The date of the presentation cannot be postponed or rescheduled except at Sponsor’s sole discretion. Failure to attend the presentation will result in disqualification.

If you are one of the individuals or teams invited, Sponsor will reimburse you, subject to Sponsor’s usual procedures, only for the roundtrip coach air fare between your residence to Newark Liberty International Airport (or, at your request, another airport if expressly approved by Sponsor) and for reasonable car, hotel and meal expenses incurred (not to exceed two hundred dollars (\$200) per day and not to exceed four (4) days in total). Participants in this presentation stage are responsible for paying all other expenses associated with trip that are not specifically stated above as being covered by Sponsor. They will also be required to execute a liability and publicity release as a condition to participating in this presentation stage.

After the presentations a first, second and third place winner will be selected by the Jury, in its sole discretion taking into account the following evaluation criteria and as further specified on the Site: innovation, technical excellence, feasibility and business impact and in accordance with the provisions of this Offer and will be notified by email. Winners are expected to be announced during the week of October 12, 2020, subject in part to timely return by the winners of all Confirming Documents (as defined below). Confirming Documents may include, but are not limited to, documents confirming the rights (as specified below in section “Intellectual Property/ Permissions/ Restrictions”) of Sponsor and its affiliates in your Application and applicable tax documents.

All decisions of the Jury are final, non-appealable and binding, and there is no legal recourse against any such decision. Potential winners must comply with all of these Terms and Conditions; winning is contingent upon verification of eligibility and compliance with all requirements herein. Sponsor will announce the winners on the date of the judging and the results will be posted on the Site or through any media channel at the sole discretion of Sponsor. Additional confirmation and notification may be provided by mail, email, or telephone at Sponsor’s discretion. Participants need to advise Sponsor of any changes in their contact information to ensure timely receipt of any communications relating to the Contest.

**ABOUT THE SITE:** Proof of an uploaded Application does not constitute proof or evidence that Sponsor received the Application within the Contest Period or that the Application is otherwise eligible for the Contest. Nothing in these Terms and Conditions shall require Sponsor to monitor or edit the Site or any Applications for offensive or otherwise objectionable content.

## REPRESENTATIONS AND WARRANTIES:

By participating in this Offer you represent and warrant that you have the authority to provide the information you submit, that it is accurate and complete and does not contain any information you intend to keep secret and/or could qualify as a trade secret or classified or state information, and that you hereby authorize use of all or any part of such information for any purposes in connection with this Offer.

You also warrant and represent that all portions of your Application, including, without limitation, copyrightable materials, and ideas, concepts, or inventions are your own (or if applicable, that of a team member) and not that of a third party, and that you have the right to include same in your Application and that the Application complies with all the requirements set forth in these Terms and Conditions. You agree to indemnify and hold Sponsor and its affiliates, employees, interns, directors and officers harmless from, and will settle or defend, any claim against Sponsor and its affiliates alleging that you have breached an agreement prohibiting your use or licensing of your Application or any part thereof, such as the idea, concept or invention, or violated any applicable law as it relates to such Application, or violated a third party's Intellectual Property Rights or trade secrets, or breached any third party contractual obligations by licensing of your Intellectual Property to Sponsor and its affiliates, or violated any aspect of these Terms and Conditions, to the extent permitted by mandatory principles in your jurisdiction. You warrant and represent that there is no circumstance affecting the exploitation or any other type of use by the Sponsor of the information submitted in the application.

You agree to assist Sponsor in verifying information relating to you or your Application to determine eligibility for the Contest and compliance with the Offer.

You represent and warrant that you have not entered any agreements (including but not limited to agreements with employers, academic institutions or other third parties but in all cases excluding agreements with Sponsor or its affiliates) that would prohibit you from entering into the Offer or securing the grant any of the rights granted herein. If you are an employee or intern of (or otherwise associated with) a business, academic institution, or enrolled as a student in an academic institution, it is your sole responsibility to review, understand and abide by their policies regarding eligibility to participate in the Offer **before accepting the Offer**. Participants found to be in violation of their employer's or academic institution's policies will be disqualified from the Offer and being awarded or retaining any Prize. Sponsor disclaims any and all liability for disputes arising between any Applicant and any third party (including but not limited to Applicant's employer or associated academic institution) relating to the Offer.

You agree and must ensure that your Application does not contain (i) content that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy or publicity rights, vulgar, profane, sexually explicit, obscene, racially or ethnically offensive or otherwise objectionable, or (ii) software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware. Sponsor may reject or remove from the Site or Contest consideration any Application which might be considered, offensive, defamatory, obscene, illegal, harmful, in violation of Sponsor's Site use or privacy policies, or that otherwise falls short of Sponsor's standards. You further represent and warrant that the Application and any other information or material that you provide to Sponsor complies with all applicable export control and economic

sanctions laws and regulations of the United States of America (“U.S.” or “USA”) and the jurisdiction in which you reside when you submitted the same to Sponsor.

#### **DATA PRIVACY / PROTECTION / PERMISSIONS / RESTRICTIONS:**

By accepting these Terms and Conditions you acknowledge and agree that it will be necessary for Sponsor and its affiliates, and without additional financial or other compensation, to collect, use or disclose your name, picture, video image, biographical information, place of residence or relevant quotes for the purposes of your participation in the Contest. This may require the inclusion, worldwide, in any and all media without limitation, in the list of winners, for advertising and promotional purposes by Sponsor without any requirement of seeking your additional review or approval. You will also be asked to consent and will agree to the processing of your personal data as submitted by you in participating in the Contest by Sponsor for the purposes of your participation in the Contest. Such processing will include any action or set of actions, such as collecting, registration, accumulation, storage, adaptation, amending, renewal, use and transfer, depersonalization, deletion of personal data, including with the use of information (automatic) systems (“Processing”). You acknowledge that you are voluntarily providing the information noted above for the express purpose of participating in the Contest.

You will also be asked to specifically consent to the processing of your personal data for advertising, marketing and promotional purposes by ticking the box “I agree my personal data may be used for advertising, marketing and promotional purposes”. If you do not provide your consent to such processing, you may continue to participate in the Contest. If you do consent, we hereby inform you that you may, at any time, withdraw such consent and opt out of the disclosure of your information to such third parties, and still participate in the Contest by sending notice of your withdrawal to [this address](#).

You are advised and will be asked to consent and will agree that any personal information (“PI”) or personally identifiable information (“PII”), which are defined as information related to an identified or identifiable natural person or legal entity (“Personal Data”), you submit will be collected in and Processed by Sponsor located in the United States of America, and that Sponsor will transfer this Personal Data to the Jury (whose members may be located in the United States or Europe for the sole purpose of evaluating your Application and no other purpose. This refers to all Personal Data that you provide when registering and submitting your Application as well as all Personal Data that you include in your Application. You understand that your Personal Data may be stored on servers located in the U.S. and in Europe and that, without further notice to you, Sponsor may be required to disclose your Personal Data to US regulatory and law enforcement agencies under the applicable US laws and to regulatory and law enforcement agencies of other countries. You understand and agree that the transfer of your Personal Data outside your country of residence by Sponsor located in the United States is necessary for your participation in the Contest and that European authorities take the view that the United States does not provide a level of protection of the privacy of personal data substantially similar to the protection provided under European Union legislation.

To ensure that any Personal Data you provide remains accurate, if you require changes to your Personal Data, you have the right to review and update your Personal Data at any time during the Processing. You can correct errors or make changes in your Personal Data by sending us a request to the email address below and pointing out the error or required changes. You have the right to request your Personal Data to be deleted in the specific cases provided by law. You also have the right: (i) to access your data, (ii) of intervention with your data, (iii) to object to the continuing of Processing of your Personal Data in the specific cases provided by law, (iv) to

demand and obtain the withdrawal, annulment or reassessment of any decision which produces legal effects concerning you and which is based on automated Processing, (v) to restrict the Processing in the cases provided by law, (vi) to undergo the portability of your Personal Data, as well as the right to address to the supervisory authority or to a court of law. In order to exercise these rights, please send an email to this [address](#). If you are a California resident, you have certain additional rights as described [here](#).

To protect your privacy and secure your Personal Data, Sponsor will also take reasonable steps to verify your identity before granting access or making requested corrections or changes to your Personal Data.

As it is necessary to Process Personal Data to assess Applications and to ensure compliance with these Terms and Conditions, should you withdraw or withhold your consent to such Processing, it may not be possible to permit you to further participate in the Contest.

Sponsor warrants that your Personal Data will be used in relation with the Contest for the purposes set out above. The grounds for Processing activities are the performance of the contract between us (in which you enter by accepting the Offer), the legitimate interest of the Sponsor related to its advertising and promotional activities of the Bell Labs Prize and your consent for direct marketing purposes as well as the compliance with legal obligations.

Sponsor will retain your Personal Data only for the time necessary for purposes of the Offer which purposes include compliance with statutory requirements or industry guidelines and historical record keeping.

The Processing of Personal Data will be conducted in accordance with the uses and disclosures in these Terms and Conditions and Sponsor's privacy policy which can be found at [https://www.nokia.com/en\\_int/privacy](https://www.nokia.com/en_int/privacy).

## **INTELLECTUAL PROPERTY:**

“Intellectual Property Rights” means any and all tangible and intangible, present or future: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) know-how and trade secret rights; (iv) patents, inventions, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; and (v) all other intellectual and industrial property rights whether registered or unregistered and including applications or rights to apply for, and all extensions and renewals thereof and all similar or equivalent rights or forms of protection (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise now or in the future created.

Nothing on this Site nor your participation in the Offer is a license grant or right to you to use anyone else's, including Sponsor's, ideas, submissions, or Intellectual Property Rights.

With respect to your Application, and as a condition of participation in the Offer, you hereby grant to Sponsor and its affiliates a license under any Intellectual Property Rights you may possess in your own right as set forth below.

**In addition, for Participants associated in any way with employers, academic institutions (including but not limited to association by virtue of being a student, faculty member or**

**fellow) or other third parties, Sponsor requires that you secure from them, as appropriate, either an executed Agreement With Respect to Participation in the Bell Labs Prize substantially similar to the form attached hereto as Exhibit 1 or an executed Notice With Respect to Participation in the Bell Labs Prize substantially similar to the form attached hereto as Exhibit 2. Any deviations, modifications or alterations from the forms attached hereto as Exhibit 1 or Exhibit 2 must be acceptable to Sponsor in Sponsor's sole discretion. Sponsor is under no obligation whatsoever to accept any deviations, modifications or alterations from the forms attached hereto as Exhibit 1 or Exhibit 2. Submission of an executed Agreement With Respect to Participation in the Bell Labs Prize or Notice With Respect to Participation in the Bell Labs Prize, approved by Sponsor, is a **prerequisite to collaboration with a BLRP and to the award of any Prize**. Failure to secure any required executed Agreement With Respect to Participation in the Bell Labs Prize or Notice With Respect to Participation in the Bell Labs Prize by July 17, 2020 will result in disqualification from the Contest. Applicants are encouraged to secure the executed Agreement With Respect to Participation in the Bell Labs Prize or Notice With Respect to Participation in the Bell Labs Prize at the **earliest possible point during participation in the Contest**. Sponsor will not alter submission deadlines, award dates or the like, and Sponsor will not grant any extensions of time, based in whole or in part on any Applicant's failure to secure an executed Agreement With Respect to Participation in the Bell Labs Prize or Notice With Respect to Participation in the Bell Labs Prize approved by Sponsor.**

With respect to your Application, and as a condition of participation in the Offer, you hereby grant to Sponsor and its affiliates a worldwide, fully paid-up, royalty-free, non-exclusive and transferable license, for the maximum term permitted under the applicable law under any and all Intellectual Property Rights held by you in your own right and created in the course of your Application (through and including the final award of any prize), to make, have made, use, sell, offer for sale, and import products and services of any kind and for any purpose and to distribute, exploit, execute, perform, copy, display, modify and make derivative works for any purpose (and to exploit such modifications and derivative works to the same extent as the original work of authorship), in any manner and by any media, whether now or hereafter known (the "License"). To the extent such a scope of license might be invalid or unenforceable under laws of any applicable jurisdiction, the license shall be considered automatically limited, solely in respect of that particular jurisdiction, in its relevant parameter causing it to be invalid or unenforceable in that jurisdiction; such limitation should be only in the minimum extent needed to achieve that objective. If required under the laws of the jurisdiction of your residence, you agree to reasonably co-operate with Sponsor and its affiliates on execution of additional necessary agreements or acts enabling granting to the Sponsor and its affiliates of the license to the Intellectual Property Rights in the afore-mentioned scope. You expressly agree that consideration for the Prizes as specified in these Terms and Conditions constitutes sufficient compensation for the granting of such license. You acknowledge that such license shall be deemed to have been used by reason of its evaluation by the Jury and shall not be deemed to have lapsed for any reason, including by operation of law.

As a condition of participation in the Offer and to the fullest extent permitted by the applicable law, You expressly agree not to exercise any moral rights you may have in relation to your Application against Sponsor or any of its affiliates, licensees or assignees.

Further, you understand and agree that in the course of your participation in the Offer, you and Sponsor personnel may each solely, or together jointly, create Intellectual Property Rights. To the extent any Intellectual Property Rights are held by you in your own right, you and Sponsor agree:

- If such Intellectual Property Rights are created solely by you, you shall own all right, title and interest in them, but hereby grant to Sponsor and its affiliates a License as defined above;
- If such Intellectual Property Rights are created solely by or on behalf of Sponsor or its affiliates, Sponsor shall own all right, title and interest in them; and
- If such Intellectual Property Rights are created jointly by you and Sponsor (including on its behalf), you and Sponsor shall jointly own all right, title and interest in them, including the right to use, to exploit, to reproduce, to distribute, to import, to lend, to borrow, to communicate to public, to broadcast, to retransmit through cable, to make derivative works, including audiovisual works with the further agreement that with respect to such jointly owned Intellectual Property Rights, each owner shall have all the rights mentioned above including the right to use and to grant non-exclusive licenses for the maximum duration permitted under the applicable law and for any territory in the world under such jointly owned Intellectual Property Rights without the permission of, and without accounting to, the other owner, and without having to pay the other owner any fees, and each of Sponsor and you agree to the granting of such non-exclusive licenses.

You understand and agree that the ownership and exploitation of Intellectual Property Rights may be further detailed in the agreements to be entered into by you (or your employers, academic institution or other third party if applicable) and the Sponsor, considering the specificity of the product subject to the Application, as required by the relevant legal provisions from any country that may have jurisdiction over the works created.

You understand and agree that Sponsor may have developed (or had developed for it) in the past certain products or services similar to your Application. You further understand and agree that Sponsor may presently or in the future be developing (or having others develop for it), products or services similar to your Application. Nothing herein shall obligate Sponsor to restrict work assignments of any Sponsor personnel. You understand that you will not receive from Sponsor or its affiliates any further compensation or credit for use of your Application or Intellectual Property Rights and licenses granted hereunder, other than as described in the Offer.

You agree, where required by the Sponsor, to execute such applications, assignments, licenses and other documentation as may be required in order to register and protect Intellectual Property Rights in your application, or created pursuant to the development of a Stage 2 Proposal either by you or Sponsor whether in the USA, your home jurisdiction, or otherwise.

**CONFIRMING DOCUMENTATION:**

You may be required to sign and return certain documentation to confirm your understanding of rights relating to Personal Data, Prize acceptance and receipt, intellectual property (including but not limited to the License and obligations of confidentiality), tax implications, liability and publicity releases and other matters as reasonably requested and specified by Sponsor (“Confirming Documents”). Execution and return of such Confirming Documents is a condition of receipt of any Prize hereunder.

**GENERAL CONDITIONS:**

Other than under the limitations further described below in the section "Limitations of Liability and Release" Sponsor is not responsible for human error, theft, destruction, or damage to Applications, or other factors beyond its reasonable control. Sponsor reserves the immediate right to disqualify any entrant who, in Sponsor’s sole discretion: (i) is not in compliance with these

Terms and Conditions and any requirements set out on the Site; (ii) tampers with the Application process, the Contest, or the Site; or (iii) acts in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner. Sponsor shall have no liability with respect to the acts or omissions of team members, and all rights and licenses granted to Sponsor hereunder shall survive disqualification.

Sponsor shall not be liable to a winner or any other person for failure to supply the Prize or any part thereof, by reason of the Contest becoming, for reasons beyond the reasonable control of Sponsor, unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Sponsors' control. Sponsor may change the Prizes as well provided that the value of any changed Prize is equal to the price set forth in these Terms and Conditions.

The invalidity or enforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### **LIMITATIONS OF LIABILITY AND RELEASE:**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT SPONSOR, ITS AFFILIATES, DIVISIONS, SUBSIDIARIES, RESELLERS, DEALERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE PAST AND PRESENT OFFICERS, DIRECTORS, EMPLOYEES, INTERNS, CONTRACTORS, REPRESENTATIVES AND AGENTS, AS WELL AS THE JURY (COLLECTIVELY "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY YOU FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF OPPORTUNITY, LOST BUSINESS, LOST PROFITS, OR LOST PROFITS. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR DAMAGES CAUSED BY GROSS NEGLIGENCE, INTENT OR CRIMINAL ACT OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

In addition, Sponsor and its affiliates are not responsible for lost, interrupted, or unavailable network, server, or other connections; miscommunication; failed phone or computer hardware, software, telephone transmissions, or technical failures; garbled or jumbled transmissions or other errors of any kind, whether human, mechanical, or electronic, including without limitation the incorrect or inaccurate capture of Application information online; or for lost, late, incomplete, damaged, destroyed, delayed, stolen, misdirected, or illegible Applications.

**CHOICE OF LAW:** This Contest and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of New York and the United States of

America, without regard to the conflicts of laws provisions thereof, provided however that mandatory local law provisions outside of State of New York and the United States of America provisions as per the stated governing law may still apply and be relied upon by entrants. To the maximum extent permitted by applicable law, the exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms and Conditions shall be the state courts of the State of New York or the United States District Court for the Southern District of New York; and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees. You hereby waive all rights to (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (ii) to have damages multiplied or otherwise increased, including for willful patent infringement.

**WINNERS LIST:** For a list of winners, contact Sponsor by email at: [BL.Prize@nokia.com](mailto:BL.Prize@nokia.com) or please check the Site where the list of the winners will be published after the respective selection.

**SURVIVAL:** The permissions, restrictions and other terms of this Offer which would naturally survive, shall survive expiration or termination of the Offer.

EXHIBIT 1

**AGREEMENT WITH RESPECT TO PARTICIPATION  
IN THE BELL LABS PRIZE**

**THIS AGREEMENT WITH RESPECT TO PARTICIPATION IN THE BELL LABS PRIZE** ("Agreement") is between \_\_\_\_\_, an individual residing at \_\_\_\_\_ ("Applicant"), \_\_\_\_\_ an educational institution, with offices located at \_\_\_\_\_ ("University") and Nokia of America Corporation, a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07020 ("Nokia" or "Sponsor"). Applicant, University and Sponsor are sometimes referred to herein individually as a "Party" and collectively as the "Parties." This Agreement is effective on the date the last of the Parties hereto executes this Agreement ("Effective Date").

**WHEREAS** Applicant has agreed to and accepted the "Terms and Conditions for Participation in the Bell Labs Prize" which may be found at <https://www.bell-labs.com/prize/prize-overview/the-rules> (the "Rules"),

**WHEREAS** by virtue of Applicant's relationship with University, Applicant may not satisfy the requirements to participate in the competition for the Bell Labs Prize or have all rights and authority necessary to comply with the Rules, and

**WHEREAS** University is willing to provide needed authorizations or to grant licenses so that Applicant may comply with the Rules as specified herein.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants set forth below, the Parties hereto agree to the following:

**1.0 Definitions**

Any capitalized terms defined in the Rules shall have the meaning provided therein. Any terms defined herein shall the meaning specified herein.

**2.0 Authorization or License; No Representations; No Other Licenses**

2.1 To the extent Applicant creates in the course of the Application any Intellectual Property Rights which Applicant has already assigned or is under an obligation to assign to University or which otherwise vest in University, ("University Intellectual Property Rights"), University hereby grants, or authorizes Applicant to grant and Applicant does hereby grant, to Sponsor and its affiliates an worldwide, royalty-free, fully paid-up, and non-exclusive license (with no further right to sublicense), for the maximum term permitted under the applicable law under any and all University Intellectual Property Rights, to make, have made, use, sell, offer for sale, and import products and services of any kind and for any purpose and to distribute, exploit, execute, perform, copy, display, modify and make derivative works for any purpose, in any manner and by any media, whether now or hereafter known.

2.2 To the extent the Bell Labs Research Partner assigned to Applicant creates in the course of the Application any Intellectual Property Rights ("Nokia Intellectual Property Rights"), Nokia hereby grants to University an worldwide, royalty-free, fully paid-up, non-exclusive and non-commercial license (with no right to further sublicense), for the maximum term permitted under the applicable law under any and all Nokia Intellectual Property Rights, to make, have made, use, sell, offer for sale, and import products and services of any kind and to distribute, exploit, execute, perform, copy, display, modify and make derivative works for any non-commercial purpose, in any manner and by any media, whether now or hereafter known. No commercial rights of any kind are granted under this Section 2.2.

2.3 To the extent Applicant and personnel of Sponsor or its affiliates jointly create in the course of the Application any Intellectual Property Rights, it is agreed that University (as assignee of Applicant's interests in, or otherwise as the owner of, such Intellectual Property Rights) and Sponsor shall jointly own all right, title and interest in them, and each owner shall have the right to use and to grant non-exclusive licenses for the maximum duration permitted under the applicable law and for any territory in the world under such jointly owned Intellectual Property Rights without the permission of, and without accounting to, the other owner, and without having to pay the other owner any fees, and each of Sponsor and University agree to the granting of such non-exclusive licenses. University and Sponsor agree to discuss in good faith the filing, prosecution, and maintenance of protections and registrations or any Intellectual Property Rights subject to his Section 2.3.

2.4 No party makes any warranties or representations with respect to University Intellectual Property Rights or Nokia Intellectual Property Rights. No party is under any obligation to file, prosecute, or maintain any registrations, applications or other protections for its Intellectual Property Rights.

2.5 The rights and licenses granted herein are in addition to any rights and licenses granted by Applicant in his or her individual capacity as specified in the Rules. No other rights or licenses of any kind are granted.

2.6 University acknowledges that Nokia may include applicant's association with University in any list of winners of the Bell Labs Prize and in publicity materials for the Bell Labs Prize.

### **3.0 General Provisions**

3.1 The laws of the State of New York shall govern this Agreement, excluding its choice of law rules thereof.

3.2 Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

3.3 If any term, covenant or condition of this Agreement or the application thereof to any Party or circumstances shall, to any extent, be held to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term, covenant or condition to Parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

3.4 This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges all prior discussions and agreements between them. Neither of the Parties shall be bound by any warranties, understandings, modifications or representations with respect to the subject matter hereof other than as expressly provided herein or in a writing signed with or subsequent to the execution hereof by an authorized representative of the Party to be bound thereby.

*[remainder of this page left blank intentionally – signature page to follow]*

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in duplicate originals by its duly authorized representative on the respective dates entered below.

**Applicant**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Self

Date: \_\_\_\_\_

**University**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Nokia of America Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS AGREEMENT DOES NOT BIND OR OBLIGATE EITHER PARTY IN ANY MANNER UNLESS  
DULY EXECUTED BY AUTHORIZED REPRESENTATIVES OF ALL PARTIES**

EXHIBIT 2

**NOTICE WITH RESPECT TO PARTICIPATION  
IN THE BELL LABS PRIZE**

**THIS NOTICE WITH RESPECT TO PARTICIPATION IN THE BELL LABS PRIZE** ("Notice") is provided by and on behalf of \_\_\_\_\_, a \_\_\_\_\_ educational institution, with offices located at \_\_\_\_\_ ("University") and \_\_\_\_\_, an individual residing at \_\_\_\_\_ ("Applicant"). Applicant and University are sometimes referred to herein individually as a "Party" and collectively as the "Parties." This Notice is effective on the date the last of the Parties hereto executes this Notice ("Effective Date").

**WHEREAS** Applicant desires to participate in the competition for the Bell Labs Prize offered by Nokia of America Corporation ("Sponsor") and has agreed to and accepted the "Terms and Conditions for Participation in the Bell Labs Prize" which may be found at <https://www.bell-labs.com/prize/prize-overview/the-rules> (the "Rules"),

**WHEREAS** by virtue of Applicant's relationship with University, Applicant must demonstrate to Sponsor that Applicant meets the requirements to participate in the competition for the Bell Labs Prize and, more specifically, that University does not have or claim any interests in any Intellectual Property Rights created by Applicant in the course of his/her participation in the competition for the Bell Labs Prize,

**WHEREAS** University is not a party to the Rules but is willing to provide certain representations to enable Applicant to comply with certain of the Rules.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants set forth below, the Parties hereto agree to the following:

1. Any capitalized terms defined in the Rules shall have the meaning provided therein. Any terms defined herein shall the meaning specified herein.
2. To the extent Applicant in the course of Applicant's participation in the competition for the Bell Labs Prize creates any Intellectual Property Rights, University represents and warrants that (i) University does not claim, and does not have, any ownership or other interests in such Intellectual Property Rights, (ii) to University's knowledge, there are no University agreements, policies or encumbrances concerning or upon such Intellectual Property Rights and (iii) the undersigned is authorized to execute this Notice on behalf of University.
3. University make no other representations or warranties other than those expressly made herein. Sponsor and its affiliates are intended third party beneficiary of the representations and warranties of Section 2.

IN WITNESS WHEREOF, each of the Parties has caused this Notice to be executed in duplicate originals by its duly authorized representative on the respective dates entered below.

**Applicant**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Self  
Date: \_\_\_\_\_

**University**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_