

Cooperation Agreement

between

Hasso-Plattner-Institut für Digital Engineering gGmbH

Prof.-Dr.-Helmert-Straße 2-3,

14482 Potsdam, Germany,

represented by Dr. Marcus Kölling (Managing Director), Prof. Dr. Tobias Friedrich (Managing Director) and Prof. Dr. Falk Uebernickel (Project Manager)

- hereinafter referred to as "HPI" -

and

Université Côte d'Azur

Grand Château, 28 avenue Valrose,

06103 Nice Cedex 2, FRANCE

(SIREN : 130 025 661 00013 - Code APE : 8542 Z)

represented by Prof. Jeanick Brisswalter

in the person of the legal representative

- hereinafter referred to as "Université Côte d'Azur" –

- together hereinafter referred to as "the Parties" –

for a cooperation in the context of the course "Global Team-based Innovation" winter semester 2022/23 and summer semester 2023, in the scope of ICE - Innovation Centre for Entrepreneurship) programs of Université Côte d'Azur.

Project:

SUGAR

PREAMBLE

Hasso Plattner Institute is the leading institution for innovation development according to the method of Design Thinking in Europe. Because of numerous successful innovation projects and executive workshops, Hasso Plattner Institute can build on a unique wealth of experience in the field of innovation development using the method of Design Thinking.

Université Côte d'Azur has been an experimental university since 1 January 2020 and includes 17 major academic establishments around the historic university core to create one of France's top 10 research-intensive universities.

ICE - Innovation Centre for Entrepreneurship of Université Côte d'Azur promotes innovation and entrepreneurship programs for students, PhDs and researchers. Within the scope of this mission, ICE is organizing SUGAR program.

HPI has entered into agreements with the project partner Landesbank Baden-Württemberg (hereinafter "the Project Partner") to develop innovation assignments, so-called "Design Challenges".

The Design Challenge of the Project Partner is "How can we generate and present ESG key figures (e.g. ratings, CO2 emissions, water consumption) transparently, comprehensibly and reliably for our corporate customers, starting with the product, through production to the overall view of the company?" (hereinafter referred to as "the Project".)

HPI and Université Côte d'Azur intend to jointly realize the Project.

Now therefore, the Parties agree as follows:

1. PROJECT TEAM

1.1 For the Project HPI assembles a team of several graduate students (approximately 2 to 4) from the course "Global Team-based Innovation". Université Côte d'Azur assembles a team of several graduate students (approximately 2 to 4) from the Université Côte d'Azur master courses and the Design School. The two teams together form the project team which is assigned with the task according to the project description (Attachment 1) (hereinafter the "Project Team").

1.2 The starting point of the Project is the Design Challenge by the Project Partner, which is defined at the beginning of the course in the design brief. The Project Team will explore these key topics during two semesters.

1.3 The detailed project plan will be prepared and approved together in the initial phase.

2. PROJECT OUTCOME

2.1 The Project Team will carry out the Project, to the best of their abilities, based on state-of-the-art science and technology, and using existing knowledge and experience as well as knowledge gained during the period of cooperation.

2.2 The Project Team will be evolving several conceptual prototypes based on the SUGAR syllabus (Attachment 1). These solutions will be developed based on the proposals defined by the Project Partner. The expected prototypes are inter alia "Critical Function Prototype", "Darkhorse Prototype", "Functional Prototype", "X-is-finished" and "Final Prototype".

2.3 Additionally, the Project Team will document the whole design process and hand over the documentation to the Project Partner after the final presentation.

3. PROJECT MANAGEMENT, PROJECT STRUCTURE AND COMMUNICATION

3.1 The students of University Potsdam will be supervised by a teaching team that is headed by Prof. Dr. Falk Uebernickel. Within this teaching team will be students who attended last year's course, standing by as teaching assistants.

3.2 The students of Université Côte d'Azur will be supervised by a teaching team that is headed by Prof. Dr. Eric Guerci and Silvia Marchini

3.3 Contact persons of the Parties are:

Université Côte d'Azur Prof. Dr. Eric Guerci E-Mail: eric.guerce@univ-cotedazur.fr

HPI Prof. Dr. Falk Uebernickel, E-Mail: falk.uebernickel@hpi.de

3.4 The Project Team will communicate directly with the Project Partner.

4. DURATION OF THE PROJECT

The Project will take place in line with the course Global Team-based Innovation (2022/2023) at HPI. The Project has a fixed contract period of two semesters. It begins at 01.10.2022 and ends on 30.06.2023.

5. FINANCIAL CONTRIBUTION

5.1 In order to finance the Project, HPI will provide to Université Côte d'Azur a financial contribution in the amount of

EUR 36.000 (in words: thirty-six thousand euros)

5.2 This amount covers all costs of travel, accommodation, especially costs for labor, room, infrastructure, material, travel of the team and project management as well as costs for prototyping materials etc.

5.3 Half of the amount will be due two weeks after the start of the winter semester. The other half will be due two weeks after the start of the summer semester.

5.4 If HPI has not received the contractually agreed amounts from the respective Project Partner at these points in time, payment is delayed by the time until HPI receives the payment.

5.5 The invoices shall be sent to the following address:
Hasso-Plattner-Institut für Digital Engineering gGmbH
Att. Prof. Dr. Falk Uebernickel
Prof.-Dr.-Helmert-Str. 2-3
14482 Potsdam
Germany

6. PRE-EXISTING RIGHTS

6.1. Any proprietary rights or information concerning the Project or not held by one of the Parties or member of the Project Team before the date of entry into force of the Agreement and / or developed or acquired by it outside the scope of the Project (hereinafter "Pre-existing Rights") shall remain with said Party.

6.2. As for pre-existing rights necessary for the performance of this agreement, each Party shall grant the other Parties a limited and non-exclusive right of use without reimbursement for the duration and the purpose of this Agreement.

6.3 If the exploitation of the New Rights by one of the Parties requires the exploitation of the Pre-existing Rights held in whole or in part by another Party, the latter will endeavor, subject to the rights granted to third parties, to favor such exploitation. The conditions of

use of the rights of exploitation of these Pre-existing Rights will be determined contractually on a case by case basis.

7. NEW RIGHTS

7.1 If results should arise within the cooperation that could be registered under industrial property rights or are considered know-how (hereinafter "New Rights"), the material entitlement of the New Rights is granted to HPI without restriction and to the full extent, unless otherwise expressly agreed in writing. Université Côte d'Azur will insure by way of suitable agreements that its employees and its students likewise grant their New Rights to HPI. HPI will transfer the New Rights to the Project Partner.

7.2 Both Partners are obligated to keep as confidential for an indefinite period of time any information provided to them in the context of this contractual agreement designated as confidential, or under other circumstances recognizable as being business secrets of a partner. Particular attention shall be paid in order that a patent application may still be possible.

The Party receiving the Confidential Information is no longer bound by the obligations of this Article 7.2 if it can prove that the Confidential Informations :

- was publicly available before or after its release, but in the absence of any fault attributable to it, or
- was already in its possession before the conclusion of this agreement, or
- has been lawfully received from a third party, or
- has received a written authorization to be disclosed by the Party from which it emanates, or
- must be disclosed because of a law provisions or a court decision,
- has been developed independently and in good faith by its staff without having access to the Background of the other Party.

Nothing in this agreement implies:

- a waiver, for the Party communicating it, of protection of its Confidential Information by any intellectual property right,
- an assignment or a license, by the Party communicating the Confidential Information, of any right on such information to the benefit of the other Party.

7.3 HPI will endeavor to ensure that the rights for publication of the academic findings remain with HPI and Université Côte d'Azur and their team or other directly involved employees in the context of academic publications, dissertation, habilitations or speeches. However, form and content of the publication will have to be arranged in written form previously with the Project Partner.

8. PRETERM PROJECT CANCELLATION

8.1 HPI may terminate this agreement with immediate effect if the Project Partner cancels the cooperation.

Université Côte d'Azur may terminate this agreement with immediate effect if HPI cancels the cooperation.

8.2 Both Parties may terminate this agreement with immediate effect if the number of students in the Project Team drops below two unless the Party concerned provides a suitable replacement within 2 weeks after the withdrawal of the student.

8.3 This agreement may be automatically terminated by one of the Parties in the event of non-performance by the other of one or more of the obligations contained in its various

clauses. Such termination shall not become effective until one (1) month after the complaining Party has sent a registered letter with acknowledgment of receipt stating the grounds for the complaint, unless within that period the defaulting Party has complied with its obligations or has demonstrated proof of an impediment resulting from a case of force majeure.

The exercise of this right of cancellation doesn't relieve the defaulting Party from fulfilling the obligations contracted up to the effective date of termination, subject to any damages suffered by the complaining Party as a result of the early termination of this agreement.

8.4 In any case of expiration or termination of this agreement, each Party undertakes to return to the other Party, at the request of the latter, all documents and other materials that it may have transmitted to it, without being able to keep any reproduction.

8.5 In these cases, Université Côte d'Azur will refund the project contribution less costs already incurred (e.g., travel expenses).

9. LIABILITY/INSURANCE

9.1 Damage/loss caused to Parties' property

Material and equipment made available by one Party to the other or financed by that Party under a specific agreement shall remain the property of that Party. Accordingly, each Party shall bear the cost of damage suffered in the execution of the Project by the equipment, facilities and tools owned by it, including equipment entrusted to the other Party and equipment under test, even if the other Party is liable for the damage except for gross negligence or intentional negligence on the part of the other Party.

9.2 Parties' staff

Within the framework of the Project, if agents of one of the Parties, remaining paid by their employer, are brought to work on the premises of the other Party, they will be placed under its authority and will have to comply with the rules of procedure of the host institution and the technical instructions for the equipment. All necessary instructions will be given to them at the time of their assignment.

Nevertheless, each Party continues to assume with respect to the personnel it remunerates, all the social and fiscal obligations of the employer and to exercise to him all the administrative management prerogatives (rating, promotion, discipline, etc.). The host institution will provide any useful information to the employer.

Each Party provides cover for their respective agents in the field of industrial accidents and occupational diseases, without prejudice to possible recourse against responsible third parties.

9.3 Damage to third parties

Each Party shall bear as far as it is concerned the pecuniary consequences of the civil liability which it incurs under the common law, because of all bodily injury and / or material damage caused to the thirds during the work carried out for the realization of the Project in the context of this agreement.

9.4 Insurance

Each Party shall subscribe and maintain in force the insurance policies necessary to guarantee any damage to property or persons that may occur in connection with the performance of this agreement.

10. CONFIDENTIALITY

10.1 The Parties agree to keep confidential without a time limit all operating and business secrets of the respective other Party and the Project Partner that are marked or apparently identifiable as such and to refrain from recording them, passing them on or exploiting them, unless required for the performance of the Agreement.

10.2 Each Party will insure by way of suitable agreements that its employees and its students likewise refrain from exploiting or recording operating and business secrets without limit of time.

10.3 Parties will only publish information concerning the Project after explicit approval of the other Party (which will discuss possible publications in advance with the Project Partner).

10.4 Any confidentiality commitments are limited to what is permitted by national applicable laws.

11. MARKETING

The Parties shall come to an understanding on whether and to what extent they will refer to the cooperation for informational or advertising purposes when marketing any products or services based on New Rights from this agreement or when referring to the Project generally. Each Party agrees not to use the name, logo and / or trademark of the other Party (and its laboratories) or any of its agents, in particular for promotional purposes, regardless of the mean used (video, advertising brochure, press kit, etc.) without first obtaining the written agreement of the Party concerned.

12. MISCELLANEOUS

12.1 This agreement and the attachments thereto comprise the entire agreement between the Parties concerning the subject matter hereof.

12.2 There are no verbal side agreements. Changes or amendments to this agreement must be made in writing.

12.3 This agreement shall be governed by, and be construed in accordance with, the laws of the Federal Republic of Germany, without regard to principles of conflicts of laws. The place of jurisdiction for all disputes arising in connection with this agreement or its validity shall be Potsdam.

12.4 In the event that a provision of this agreement shall be, or shall be deemed to be, fully or partly invalid or unenforceable, the validity and enforceability of the other provisions of this agreement shall not be affected thereby. The same shall apply in the event that the agreement contains any gaps. The invalid or unenforceable provision shall be replaced by such appropriate provision that, to the extent legally permissible, comes closest to the actual or assumed intention of the Parties, in case they had considered such issue.

Attachments

- Attachment 1: Project Description and Project Plan

Nice,

Prof. Jeanick BRISSWALTER
President of Université Côte d'Azur

Prof. Dr. Eric GUERCI
Teaching Team Supervisor

Potsdam,

Dr. Marcus Kölling
Managing Director

Prof. Dr. Tobias Friedrich
Managing Director

Prof. Dr. Falk Uebernickel
Project Manager

Project Description

The goal of the project is to develop human-centered insights and solution to the following design challenge: *"How might we leverage modern user experience use cases for "test and measurement" and "spectrum monitoring"?"*

Who is involved in the project?

HPI master students, Prof. Dr. Falk Uebernickel and the teaching team. A key aspect of the Design Thinking approach working method is characterized by one multi-disciplinary team who works on processing the initial question. The team consists of approximately 3-4 students from the HPI. Further, the team is getting extended by:

Master students from the Université Côte d'Azur will add additionally 3-4 students to the team too. Université Côte d'Azur will provide proper academic and teaching team support. To ensure the quality of teaching, the two participating institutions will set up regular alignment meetings.

How is the project executed?

The project work is integrated time- and content-wise into the master programs of IT Systems Engineering (ITSE), Digital Health (DH), Data Engineering and Cybersecurity. To this end, there is an established plan outlining the time frame of the project phases.

In the framework of the entire plan, regular meetings will take place with the project partner. The kick-off meeting with the project partner serves to mutually focus and sharpen the orientation of contents and challenge. After the research-oriented phases (Design Space Exploration and Critical Function prototyping) have been completed, the results of the first iterations are presented as part of the fall presentation (December 2022) and discussed with the project partner. To finish the exploration phase, three more consecutive phases will be executed - the Dark Horse, Funky Prototyping phase and Functional Prototype. This is followed by a presentation and feedback session (winter presentation in March 2023). Depending on the wishes of the project partner, subsequent collaboration with the team can continue. A first step in this direction could be conducting an internal intermediate presentation during the month of February focused on all project results.

Project Duration and Dates in Winter and Summer Quarters 2022 and 2023.

The project begins in October 2022 and ends in July 2023.

The rough project plan looks as follows:

Dates	Phase / Event
13.10.2022 – 20.10.2022	Design Space Exploration
21.10.2022 – 04.11.2022	Needfinding & Ideation

05.11.2022 – 16.12.2022	Critical Funtional Prototype
16.12.2022	Fall Presentations in Potsdam
17.01.2023 – 20.01.2023	Dark Horse Phase
21.01.2023 – 10.02.2023	Funky Phase
11.02.2023 – 10.03.2023	Functional Phase
11.03.2023 – 19.05.2023	X is finished + Final Prototype
02.06.2023 – 15.07.2023	Final Presentations

The intermediate and final project documentations of both teams are to be handed over to the project partner no later than 4 weeks after the student team final submission.

If desired by the project partner, upon invitation the team can give an internal final presentation (within the organization).