



SkyDeck Participation Agreement for GIP Teams – Fall 2020

On behalf of the Office of the Vice Chancellor for Research, the College of Engineering, and the Haas School of Business, we welcome you to SkyDeck and ask you to sign this SkyDeck Global Innovation Partner Participation Agreement (“Agreement”) as an indication of your agreement and compliance with its content and requirements.

Term

This is an Agreement for a six (6) month program participant, commencing upon the Global Innovation Partner Team start date October 26, 2020 (“Start Date”) through April 7, 2021. While this Agreement is “at will” and may be terminated by either party at any time for any reason without notice or obligation of any kind, this Agreement is meant to set forth certain expectations.

The Fall 2020 GIP program will be remote.

SkyDeck Point of Contact

If you have any questions or concerns during your tenancy, you may reach out to the following individuals:

- **Caroline Winnett**, Executive Director, SkyDeck, 2150 Shattuck Ave, Penthouse, Berkeley CA, 94704, (510) 541-9700, winnett@berkeley.edu
- **Jun Jiang**, GIP Program Manager, SkyDeck, 2150 Shattuck Ave, Penthouse, Berkeley CA, 94704, (626) 267-5255, junjiang@berkeley.edu

Team Point of Contact (Please provide your contact information below)

Company Name:

Founder’s Name:

Founder’s Title:

Founder’s Email:

Founder’s Phone:

Company Website:

Overview

Mission Statement

Berkeley SkyDeck is the top global accelerator for the world’s leading startups. SkyDeck accelerates startups by connecting them to exceptional talent, world-class resources, and powerful faculty and alumni network of UC Berkeley.

SkyDeck Participation Agreement for GIP Teams – Fall 2020

Vision

SkyDeck provides a vast array of programs, suited to meet all the needs of emerging ventures. Through strategic partnerships, SkyDeck is able to deliver cutting-edge programs, which gives a SkyDeck founder a competitive advantage and supplies individuals with the entrepreneurial leadership to excel in the fast-paced global marketplace. The purpose of the SkyDeck Acceleration Program is to provide comprehensive support for our Teams. Our goal is to ensure that our startups are smarter, faster, and more sustainable than when they joined.

Resident and affiliated companies receive added value through SkyDeck's association with the University of Berkeley, the City of Berkeley, and other local, regional and state resources. The role of SkyDeck is threefold:

- Advisory Network
- Scalability Support
- Funding Network

SkyDeck Programs

SkyDeck provides many events aimed at enriching the experience of its members. Official SkyDeck events are considered mandatory for GIP Teams. During SkyDeck events, video and photographs may be taken of team members and reused by SkyDeck (see SkyDeck video and picture release).

SkyDeck programs are to develop and sharpen analytics, build strategic leadership and communication skills, manage changing economic environments and drive strategic direction to lead enterprise transformation for startup success.

Programs available to our GIP Teams include (but are not limited to):

- Orientation Day
- The Berkeley Acceleration Method (BAM) Workshop Series
- SkyDeck Ecosystem Development
- SkyAdvisors Network

Berkeley SkyDeck Fund

Berkeley SkyDeck Fund I LP ("BSFI") is a venture capital fund that will invest in many of the SkyDeck Teams, including in certain cases GIP Teams. BSFI and its general partner, Berkeley SkyDeck Fund I GP, LLC ("General Partner"), have developed a relationship through which SkyDeck provides BSFI and the General Partner certain access to the SkyDeck Teams and information about them, so that BSFI can consider making investments in the SkyDeck Teams appropriate to BSFI. To facilitate investments in the Teams, as long as Teams are participants in SkyDeck, they are required to be reasonably available to participate in regular meetings and other events with employees of BSFI and its General Partner on terms as described under "BSFI: Additional Terms." In addition, Teams are required to accept certain investments by BSFI under terms offered by BSFI, as described below along with certain other conditions of the SkyDeck program related to SkyDeck's relationship with BSFI under "BSFI: Additional Terms."

SkyDeck Participation Agreement for GIP Teams – Fall 2020

SkyDeck Branding

Teams as SkyDeck Affiliation

SkyDeck Teams are encouraged to identify their connection with SkyDeck, which is a trademark of The Regents of the University of California. However, the use of the SkyDeck name, logo, and/or tagline in any article, advertisement, brochure, or other public release requires prior written approval from the SkyDeck Management. Upon receiving written approval, SkyDeck Teams may use the SkyDeck name, logo, and/or tagline, but such use is limited to factually describing the Teams' participation as a SkyDeck program participant. SkyDeck Management may revoke permission to use SkyDeck name, logo, and/or tagline at any time. No other rights are being granted regarding the University of California's other trademarks, including the UC Berkeley name and logo. After the official orientation as a GIP team, you will receive the official branding guidelines for SkyDeck.

Press Releases

Professional assistance may be available to teams for preparation of press releases and other media contact. Teams will be asked to review and sign off on any information pertaining to their business before it is sent to the local media and all press releases will be reviewed by the SkyDeck Management prior to media submission. SkyDeck will issue press releases at various times to publicize teams' activities. Team activities prompting press releases include:

- Achievement of significant milestones:
 - Major product sale
 - Major contract secured
 - New products introduced
 - New funding secured (including through BSFI)
- Graduation from SkyDeck

SkyDeck Social Media

LinkedIn: [linkedin.com/company/skydeck-berkeley](https://www.linkedin.com/company/skydeck-berkeley)

Facebook: @SkyDeck Berkeley

Twitter: @SkyDeck_Cal

BSFI: Additional Terms

BSFI: Additional Terms

BSFI Access to GIP Teams

While GIP Teams are participants in SkyDeck, they must use reasonable efforts to participate in programs designed to provide BSFI and its General Partner information about and access to the GIP Teams, including exclusive "Pre-Demo" days and regular meetings. These meetings will occur at a time and in a manner (e.g., in person or by phone) reasonably requested by the General Partner, but will not occur more than twice during a GIP Team's tenure in the SkyDeck program, will not exceed one hour per meeting, and will occur during normal business hours.

SkyDeck Participation Agreement for GIP Teams – Fall 2020

GIP Teams are free to meet with BSFI and the General Partner over and above these limitations as they wish.

Terms of a BSFI Investment

BSFI may invest in a GIP Team in an amount representing up to 10% of a “Qualifying Financing,” which means an Equity Financing where (1) the size of the financing is at least \$2 million, excluding monies from the conversion of any Simple Agreement for Future Equity instruments or convertible notes; (2) the post-financing valuation of the GIP Team is at least \$7 million; and (3) the lead investor (A) is a venture investor with a national reputation, as reasonably determined by the General Partner, and (B) is investing at least \$1 million in the financing. If BSFI does not participate at the full 10% level in the Qualifying Financing, it will have the right to make the remaining portion of its participation right in the Qualifying Financing available in the aggregate to its investors and affiliates, each of which will be an accredited investor for purposes of Regulation D under the Securities Act of 1933, provided that any such investor invests at least \$50K in the Qualifying Financing. After the Qualifying Financing, BSFI’s participation rights will be as set forth in any agreement related to its investment in the Qualifying Financing.

BSFI’s participation in a Qualifying Financing, or any subsequent round of financing, and the amount provided by BSFI in either case will be determined at the General Partner’s discretion. There is no guarantee that BSFI will invest in any particular GIP Team.

To facilitate potential investments, BSFI may request information on the GIP Team, its financials, and any financing received from third parties. GIP Teams agree to provide this information upon request.

In some cases, BSFI’s investors may invest directly in a GIP Team, subject to negotiations with the GIP Team and at the sole discretion of the Team.

Confidential Information

Each GIP Team agrees that SkyDeck may share certain non-public information about the GIP Team, including information it receives from a GIP Team, with the General Partner and BSFI, and BSFI may share that information with investors and potential investors. By executing this Agreement, the GIP Team consents to this sharing.

SkyDeck Team Expectations

- All Team Founders are required to review this document and refer to it as the SkyDeck Handbook. Compliance with this Agreement indicates that you have read and understood the SkyDeck Handbook.
- All teams shall make reasonable efforts to participate in all events and processes, including orientation, workshops, and social events.



SkyDeck Participation Agreement for GIP Teams – Fall 2020

- *EACH TEAM AGREES THAT SKYDECK MAY SHARE CERTAIN NON-PUBLIC INFORMATION ABOUT THE TEAM, INCLUDING INFORMATION IT RECEIVES FROM A TEAM, WITH THE GENERAL PARTNER AND BSFI, AND BSFI MAY SHARE THAT INFORMATION WITH INVESTORS AND POTENTIAL INVESTORS. BY EXECUTING THIS AGREEMENT, THE TEAM CONSENT TO THIS SHARING.*

I have read and understood all the terms and conditions associated with acceptance to SkyDeck. I understand that by signing this document I am agreeing to all the conditions of the Agreement.

Founder Name (Print)

Title:

Founder Signature:

Date:



SkyDeck Participation Agreement for GIP Teams – Fall 2020

Video & Photo Release

On behalf of your GIP Team and its members, you hereby authorize SkyDeck, UC Berkeley, and their affiliated sponsors or partners, to use, reproduce, record, photograph, film, and/or publish photographs and/or video – including your images, likeness, or voice - without compensation. This material may be used in various media and in various publications, public affairs releases, recruitment materials, broadcast advertising or other related endeavors. SkyDeck may publish materials, use your teams' and it's members' names, photographs, likeness, and/or make reference to you in any way that is deemed appropriate by SkyDeck management. This material may also appear on SkyDeck's website, or the website of its affiliates or project sponsors, including UC Berkeley's websites. You forever release, discharge, and hold harmless SkyDeck, The Regents of the University of California, and their officers, agents, and employees from any and all claims or demands (including claims based on rights of publicity, invasion of privacy, libel, defamation, and copyright infringement) related to the authorization provided above.

If you agree to the conditions outlined above please sign on behalf of your company and its members.

Founder Name (Print):

Title:

Founder Signature:

Date: