

Cybersecurity Moonshot Challenge

JVP partners with New York City to Protect Small Businesses from Cyberattacks

The NYCx Moonshot Challenge will create cybersecurity solutions for New York City's small and medium sized businesses. Winning proposals will be eligible to receive an investment of over \$1 million from JVP, and additional cash prizes.

Jerusalem Venture Partners (JVP) partnered with NYCx in launching the latest in its Challenge initiative, the **Cybersecurity Moonshot Challenge**.

NYCx is a program led by the Mayor's Office of the Chief Technology Officer (MOCTO), working with communities to identify urgent priorities, and challenges the brightest technologists in the world to solve for them. As the world's first municipal program to transform urban spaces into collaborative hubs for R&D, the Challenge invites entrepreneurs, technologists, and tech professionals to participate in open competitions.

The Moonshot Challenge calls on industry experts to develop and deliver new, affordable, and scalable solutions to protect New York City-based small and midsize business from the dangers of cyberattacks. JVP has committed an investment of over \$1 million to be awarded to selected proposals, and calls on cyber security companies

The Challenge aims to incentivize cyber organizations and startups to develop, test, and build cybersecurity solutions targeted for small and medium sized business owners that are affordable, effective, and easy-to-use. In a world of heightened cyber threats, New York City must ensure that its 240,000 small and midsize businesses are as resilient to cyberattacks as their larger counterparts.

Four to eight finalists will receive an award of up to \$20,000 to test their proposal in New York City, and structured support to deliver the solution into international markets. Full Challenge and Award & Incentive details can be found below.

Full details of the competition can be found in the section "Cyber Moonshot Challenge Rules" of the document below.

To enter the Moonshot Challenge competition and be considered for investment, submit an application to our website: <https://www.jvpnycx.com/>

Deadline for submission: February 8th, 2019

Investment Award by JVP

Terms and Conditions for JVP's Award in the Cyber Moonshot Challenge

In conjunction, and as part of the Cyber Moonshot Challenge, JVP is offering applicants the opportunity to be awarded an investment of over \$1 million. The sections below reflect the terms applicants of the Cyber Moonshot Challenge must accept to be considered for investment award by JVP. The competition is open to companies addressing any of the fields of cybersecurity, , including but not limited to the following fields:

- **Endpoint Protect**
- **Cloud Security**
- **Network Security**
- **IoT Security**
- **Incident Response**
- **Application Security**
- **Mobile Security**
- **Web Security**
- **Privacy/Data Security**
- **Authentication/Identity**
- **Threat Intelligence**
- **And more..**

Eligibility

Entries submitted (“Submissions”) must represent the original work of the submitting team (“Applicant”).

An Applicant may be composed of an individual, group of individuals or a company. Applicants may be of any size, targeting any industry (healthcare, financial, industrial, retail, etc.), and may submit (in one application) as many ideas/products as they wish. However, each idea may only be entered into the Cyber Moonshot Challenge (the “Challenge”) and be considered for investment (“Investment”), once.

By submitting an entry, the Applicant and/or any member thereof represents and warrants to JVP that it has all right, title and/or interest in the Submission and the information it contains is accurate and complete, and that by submitting the entry it is not and will not be violating any contract or third party rights including any patent, copyright, trade secret, proprietary or confidential information, trademark, publicity or privacy right. , and the Applicant agrees to

indemnify and defend JVP, its affiliates, and any on their behalf against any claims or lawsuits, including attorneys' fees, that arise from or result from such Applicant's submission.

Applicants that have already secured financing or other capital arrangements from any source for their idea/product must disclose the amounts and sources of such funding in their application form. Financing arrangements include, but are not limited to, sales revenue or contracts, research grants, personal or family funds, angel investment, or venture capital investment. Any Applicant securing financial or other capital arrangements midway through the Challenge must immediately disclose to JVP the amounts and sources.

JVP is not required to provide feedback to the entrants regarding their status in the Challenge or Investment at any stage of the process.

The eligibility of Applicants for review and evaluation will be based on the Applicants' ability to present applications in the relevant fields that: (i) address a real need in the market and could be commercialized for large markets, with preference to applicability to SMB customers, the sector of focus for the Challenge (ii) are expected to represent a sustainable competitive advantage in the respective field and market and (iii) have a professional and experienced team. JVP may also consider companies that don't necessarily fulfill all criteria. Start-up companies, teams and individuals considering participation in the Challenge are encouraged to obtain their own professional advice regarding applicable securities and intellectual property laws.

Each Applicant and/or any member thereof voluntarily release JVP, their affiliates, representatives, and/or any on their behalf from any liabilities, responsibilities and accountabilities arising from participation in the Challenge and/or its activities. Applicants consent to the use of their names and any information submitted by them during the Challenge for advertising and publicity purposes (including press coverage, on-line advertising, as well as active discussions in the blogosphere), without additional consent or compensation.

As partners in the Challenge with NYCx and NYCEDC ("Challenge Partners"), JVP and its Challenge Partners actively share Submissions and coordinate throughout the review process. JVP and/or its "Challenge Partners" are not claiming ownership rights to any Submission. However, by submitting an entry, each Applicant grants JVP and/or any of its Challenge Partners an irrevocable, royalty-free, worldwide right and license to use, review, assess, test and otherwise analyze such Applicant's entry and all its content in connection with this Challenge and feature such Applicant's entry and all content in connection with the marketing, sale, or promotion of this Challenge (including but not limited to internal and external sales meetings, conference presentations, tradeshows, and screen shots of such entry in press releases) in all media (now known or later developed).

Review and Evaluation

The evaluation due diligence, terms, and details of the Investment are solely under JVP's discretion and will not be determined by Challenge Partners, or any of their affiliates. JVP reserves the right to invest in any Cyber Moonshot Challenge participant, finalist, winner, or other Applicant, as well as to decide not to invest.

Such Investment, if any, shall be subject, among others, to negotiation and finalization of definitive agreements and commercial terms and satisfactory due diligence by JVP.

To be considered for Investment, a company must apply to, and compete in, the Cyber Moonshot Challenge. To enter the Challenge, you must visit the application page and complete all forms by February 8, 2019. This document ("JVP Investment Rules"), outlines JVP's review of Challenge Applicants for Investment. For information on the evaluation process and rules of the Challenge specifically ("Challenge Rules"), refer to the NYCx document "[Full Incentives, Rules, and Terms](#)".

Confidentiality:

As a matter of convention and practicality, JVP, their affiliates, and/or any on their behalf do not sign confidentiality agreements as part of the Challenge. The individuals who will have access to the submissions will be JVP representatives, the reviewers mentioned above and industry experts. These representatives are largely professionals who regularly deal with confidential and proprietary information over the course of their work and may be involved in the creation of intellectual property for their respective organizations.

Without derogating from the above, even if an Applicant marks its information (including its ideas, presentations and plans submitted throughout the process) as "confidential," there will be no confidentiality obligation by any recipient of an Applicant's submission.

Each Applicant should answer the questions on the application form in English. Applicants hereby give their consent that some of the information provided in the application form, including names of entrepreneurs, startups, and the abstract description of the company, or any part thereof, may be used by JVP in public documentation related to the competition. It is the responsibility of the Applicant to ensure that the abstract does not include any confidential information.

In addition to the delivery of information with respect to the Challenge, JVP may request supplementary materials to assist in its investment diligence. No proprietary information should be included in any of the materials, either submitted for the Challenge or sent for JVP's investment review, which the Applicant would not want disclosed to potential investors.

Guidelines

The Cyber Moonshot Challenge application process requires the acceptance of the JVP Investment Rules herein, the acceptance of the Challenge Rules within the [Full Incentives, Rules, and Terms](#) provided by NYCx, and the completion of a Submission Form which can be accessed at the following website: <https://www.ivpnycx.com/>

The Submission Form must be received by February 8th, 2018.

At the sole discretion of JVP, late submissions will be ineligible and additional information may be requested from an Applicant.

The primary contact for each Applicant may be notified by e-mail of the application status after each relevant stage in the screening process. Personal meetings with members of the Applicant may be needed for the different stages of the screening process. Without derogating from the above, JVP may request, at any time, additional information from an Applicant in order to evaluate an application's standing for the Challenge, or for investment. Stages of the Challenge may be referred to in [Challenge Rules](#).

Miscellaneous:

Each Applicant agrees that it will not use any names, trademarks, logos or other copyrighted information of "JVP", "NYCx", Challenge partners, Cyber Moonshot Challenge or any variation, adaptation or abbreviation thereof, or of any of its officers, employees, agents, or any trademark or trade name of the above or any affiliate thereof in any advertising or publicity without the prior written permission of such parties.

Any reference to JVP, and/or any of the Challenge Partners in this document further relate to their affiliates. "JVP" shall mean any person, company, partnership, or other entity which manages or is managed, controls or is controlled by, or is under common control, directly or indirectly, by the same entity.

JVP shall not be obligated, in any way, to select any Applicant submission to participate in any stage of the Challenge, or to be considered for investment.

JVP and/or any of the Challenge Partners considers a variety of projects, plans, ideas and products as research ideas, product development and investment opportunities, and JVP and/or Challenge Partners and/or their affiliates, and/or any on their behalf, are not under any obligation to compensate an Applicant and/or any on its behalf for any submission, regardless of whether JVP and/or any of the Challenge Partners, and/or their affiliates and/or any on their behalf pursue a similar or identical plan, idea, product or service in the future. JVP and/or any of the Challenge Partners and/or their affiliates and/or any on its behalf may be developing (or might develop in the future) products or technologies that are similar, identical, relate to or are or may be competitive with the products, ideas, services or technologies

submitted by Applicants. Each Applicant agrees that all claims against JVP and its Challenge Partners and their affiliates and/or any on its behalf and any others involved in the Cyber Moonshot Challenge, based on or arising out of any proprietary and/or confidentiality rights in the submissions are expressly disclaimed.

JVP AND ITS CHALLENGE PARTNERS AND THEIR AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING CYBER MOONSHOT CHALLENGE OR INVESTMENT EXPRESS OR IMPLIED. IN NO EVENT SHALL JVP, CHALLENGE PARTNERS, THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AFFILIATES BE LIABLE FOR ANY ADVICE, INFORMATION OR DECISIONS MADE FOR OR ON BEHALF OF THE CYBER MOONSHOT CHALLENGE OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER JVP SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.

This Challenge will be governed by the laws of the United States of America, and each Applicant consents to the exclusive jurisdiction and venue of the courts of the United States of America for any disputes arising out of this Challenge.

For information on the Cyber Moonshot Challenge, applicants can refer to the “Full Incentives, Rules, and Terms” document provided by NYCx: [HERE](#)

**For more information on NYCx and past challenges, refer to its website:
<https://tech.cityofnewyork.us/teams/nycx/>**

Questions should be e-mailed to: nycx@jvpvc.com

Good Luck!