

Memorandum of Understanding

by and between

Canopy Limited
4 Triton Square, Regents Place
London NW1 3HQ
United Kingdom

- referred to hereinafter as: "**Canopy**" -

a corporation incorporated, and operating under the laws of England

and

CGI IT UK Limited
250 Brook Drive
Green Park
Reading
RG2 6UA
United Kingdom

- referred to hereinafter as: "**CGI**" -

a corporation incorporated, and operating under the laws of England

and

CLOUDSIGMA AG
Sagereistrasse 35
Glattbrugg 8152
Switzerland

- referred to hereinafter as: "**CloudSigma**" -

a corporation incorporated, and operating under the laws of Switzerland

and

EGI.eu
Science Park 140
1098 XG Amsterdam
The Netherlands

- referred to hereinafter as: "**EGI.eu**" -

a foundation incorporated, and operating under the laws of The Netherlands, representing the European Grid Infrastructure, referred to hereinafter as: "EGI"

and



SixSq Sarl

Rue du Bois-du-Lan, 8
1217, Geneva
Switzerland

- referred to hereinafter as: "SixSq" -

a corporation incorporated, and operating under the laws of Switzerland

and

The Server Labs Ltd

21-27 LAMB'S CONDUIT STREET
LONDON
UNITED KINGDOM
WC1N 3GS

- referred to hereinafter as: "The Server Labs" -

a corporation incorporated, and operating under the laws of England

and

T-Systems International GmbH

Hahnstrasse 43d
D-60528 Frankfurt am Main
Germany

a corporation incorporated, and operating under the laws of the Federal Republic of Germany

- referred to hereinafter as: "T-Systems" –

(Companies are being hereinafter referred to separately
as a "Party" and collectively as the "Parties")

WHEREAS The Parties are working together in the Helix Nebula Initiative;

WHEREAS The Helix Nebula Initiative is an arrangement between public and private organisations started in 2012 with the objectives to establish a multi-tenant, multi-provider cloud infrastructure, to identify and adopt policies for trust, security and privacy, to create a governance structure and to define funding schemes;

WHEREAS The Parties of the Helix Nebula Initiative have agreed in 2012 to a Non-Disclosure Agreement to provide Information or cause Information to be provided to any other Party in connection with the Helix Nebula Initiative;

WHEREAS The Parties have agreed to establish a European Cloud Market Place service based on the results of the Helix Nebula Initiative;

Now therefore, the Parties are entering into this Memorandum of Understanding (MoU) to set forth their mutual intentions regarding the establishment of a future Helix Nebula Market Place service in the area of Cloud Computing.

§ 1 Objectives of the Cooperation

The Helix Nebula Market Place service may begin operations as of January 2014, building on the Helix Nebula Initiative, with the intent to offer a European Cloud Market Place service that is compliant with EU regulations and legislation, and to do so through a collaboration between commercial providers and public e-Infrastructures, such as EGI and GÉANT. In order to operate the Helix Nebula Market Place service, Parties agree to procure or mandate an operator to install and maintain a platform. Parties envisage that CGI will provide the platform and being the HNX operator.

The Cloud Market Place shall be branded *Helix Nebula Market Place* - hereinafter referred to as *HNX* - to communicate its vision and mission, following the FP7 project of that name that was supported by a grant from the European Commission. The HNX platform will provide an easy access for customer to a range of commercial Cloud Services through the innovative broker technology that has been deployed within the Helix Nebula Initiative over the last two years. The HNX platform will be open for new cloud providers that are able to participate competitively in line with European regulations and with a suitable quality of service.

The Cloud services are offered to the global research community, for both publicly-funded and commercial Research and Technology Organizations of diverse sectors, including e.g. healthcare, oil and gas, financial, high-tech, and manufacturing.

Pending the successful implementation of the HNX platform customers may be able to use the HNX platform as of the beginning of January 2014, to procure Cloud Services from or choose between various suppliers or combinations of suppliers offering Cloud services, and to buy, use and manage such Cloud services seamlessly. Following an initial period of operations the Parties may verify and extend HNX with Information-as-a-Service offerings, making open research data and algorithms from various research and technology projects and organizations available to the public in a pre-configured processing environment. Eventually, it is intended that HNX will lead to a Digital Energy Market Place, where users will have easy access to a wide range of services including digital infrastructure, tools, information and applications.

§ 2 Contents of the intended Commercial Agreements

The HNX platform will enable customers to close contracts directly with one or more Cloud Service Providers in an electronic way.

Each participating Cloud Provider shall make its services available via HNX in line with European regulations and with a suitable quality of service.

The Parties will provide its Cloud services independently using the HNX platform service to users and use cases, to establish and ensure a high customer satisfaction. Anticipated users of the HNX platform will be the wider research and technology community in 2014.

The Parties may encourage researchers to connect to HNX making use of the GÉANT e-Infrastructure where possible.

The Parties shall integrate public sector data centre resources from within the European Grid Infrastructure (EGI) when required by customers, in order to allow EGI's research communities of 22,000 researchers to use such services within a hybrid cloud model.

HNX shall fit in and support the European Commission Digital Agenda.

HNX shall make use of Open Standards and Open Source where possible, while taking commercial alternatives into account.

The HNX platform operator shall not invoice customers for the Cloud services, which will be subject to the individual contracts concluded with the users. The HNX platform operator may however invoice usage fees or marketing and service support.

The HNX platform operator shall be responsible for marketing of the Market Place.

The other Parties deliver Infrastructure and/or Cloud consulting services. CGI may also provide Cloud consulting services if these are not influencing its neutrality as HNX operator versus all other Parties.

§ 3 Relationship Management

The Parties appoint competent contacts for the execution of this MoU and the activities related to HNX as follows:

- **For Canopy:** Mick Symonds
- **For CGI:** Phil Evans
- **For CloudSigma:** Micheál Higgins
- **For EGI:** Sergio Andreozzi
- **For SixSq:** Marc-Elian Bégin
- **For The Server Labs:** Paul Parsons
- **For T-Systems:** Jurry de la Mar

The Parties shall form a team that works towards the realization of the planned proposed agreements (see § 1), subject to the Helix Nebula Antitrust Guidelines as set out in Annex I to the MoU.

For the avoidance of doubt each Party expressly agrees to always adhere to and abide by the Helix Nebula Antitrust Guidelines. Each employee, director, officer and/or adviser acting on behalf of a Party shall expressly be informed and bound to comply and adhere to such obligations and requirements as set out in the Guideline in Annex I.

Each Party shall ensure that the employees on the team have the necessary qualifications and that an adequate budget for their work and travel expenses is available.

Each Party shall bear its own expenses incurred in connection with this MoU.

§ 4 Further Course of Action, Timelines

Upon signature of this MoU the Parties shall engage in the preparations and performance of the agreed activities. In particular, they shall start by preparing a Milestones Plan.

Each Party may conclude an independent agreement with the mandated operator for HNX and contribute its work committed.

§ 5 Confidentiality

(1) The Parties may, in the course of their discussions and activities under this MoU, disclose or cause to be disclosed, either orally or in writing, proprietary and/or confidential information which may without limitation include financial data, business and other plans, ideas, discoveries, inventions, specifications, formulae, models, requirements, standards, trade and manufacturing secrets, drawings, samples, devices, computer programs, demonstrations, trade secrets, technical information, as well as any and all intellectual and industrial property rights contained therein or in relation thereto, title to which belongs to the disclosing Party or which the disclosing Party has a right to disclose (the "Information");

(2) Either Party may, at its discretion, provide information or cause information to be provided to the other Party in connection with the MoU.

(3) The information disclosed to the receiving Party, and all rights to it, shall be considered the exclusive property of the disclosing Party. The receiving Party shall protect the information from disclosure to anyone other than those of its employees who are expressly bound to maintain the information in strict confidence and secrecy and who have a strict need to know the Information, or any part thereof, pursuant to this MoU, using the same

degree of care as the receiving Party uses with its own valuable proprietary information. The receiving Party will not use the information for any purpose other than to advance the mutual interest of the Parties under this MoU; provided, however, that in no event will the receiving Party reveal any information to any third party without the express written consent of the disclosing Party. Notwithstanding the foregoing, in the event the receiving Party is a member of a group of companies, such receiving Party shall have the right to reveal information to any other company within the group of companies without the express written consent of the disclosing Party as far as strictly necessary for the purpose of this MoU. Each member of the company group receiving information shall be informed in writing about the restrictions placed on such information and be bound to keep such information confidential. In case the receiving Party needs to disclose information to individuals or organisations not covered by this MoU in order to conduct their activity, then they must ask for authorisation to the other Parties. Upon authorisation, the individuals or organisations should sign a non-disclosure agreement prior receiving the information.

(4) The receiving Party shall not copy the information without the prior written approval of the disclosing Party, except for copies required by the receiving Party for its internal use. All copies shall contain the same proprietary and confidential notices and legends that appear on the original information.

(5) The receiving Party has no obligation with respect to any information which:

a) was already known by the receiving Party without restriction prior to receipt from the disclosing Party, as evidenced by prior existing records of the receiving Party, or

b) is or becomes generally known to the public through no wrongful act of the receiving Party, as evidenced by documents which are generally published, or

c) is received from a third party without similar restriction and without breach of these or other confidentiality undertakings, or

d) is independently developed by the receiving Party, provided that the receiving Party can demonstrate that such development was carried out by persons without access to the Information, or

e) is required to be disclosed by any order of a court of competent jurisdiction or governmental body, provided that the receiving Party has given the disclosing Party timely notice of such required disclosure and has exhausted all reasonable means of maintaining the confidentiality of such information.

If only a part of any Information falls under one or more of the preceding exceptions, the remaining Information shall continue to be subject to the prohibitions and restrictions set forth in this MoU.

(6) The communication of the information supplied pursuant to this MoU does in no event confer or imply the grant or agreement to grant any license (patent, copyright or other) or other rights to the receiving Party. The communication of information does not permit or entitle the receiving Party to use, lease, sell, disclose, or otherwise dispose for the benefit of any party or person other than the disclosing Party, of the analysis, products, sub-assemblies, assemblies, or components, manufactured, designed or otherwise generated on the basis or by making use of the information or by using the information in combination with other information.

(7) Upon the termination or expiration of this MoU, the receiving Party shall, if required by the disclosing Party, either

a) return all disclosed information and copies to the disclosing Party, or

b) destroy all disclosed information and copies and provide the disclosing Party with a certificate of destruction, duly executed by an authorized officer of the receiving Party.

(8) The confidentiality obligations contained in this §5 shall continue for a period of two (2) years from the date of disclosure, even if the MoU is terminated or expires in accordance with its terms.

§ 6 Prior Approval for Public Announcements

(1) Any public announcement about the intended Market Place by every Party shall be subject to prior written approval by the other Parties. The same applies for joint announcements.

(2) In the same way, any marketing activities of a Party concerning this MoU and any projects resulting there from shall also be subject to prior written approval by all other Parties.

(3) The Parties endeavour to provide their approval, or objections, without undue delay and generally no later than within 10 working days.

§ 7 Effective Date and Term

This Memorandum of Understanding shall enter into effect with its signature by all Parties. Its validity shall end automatically with the signing of the relevant commercial agreements between the Parties or, if no agreements have been executed by **31.12.2014**, it shall automatically terminate on this date unless the Parties have mutually agreed in writing to extend the term of this Memorandum of

Understanding. Nevertheless, each Party may terminate the MoU by convenience by giving not less than 30 Days' written notice to any of the Parties.

With the exception of §§ 5, 6, 7 and 8, this Memorandum of Understanding is non-binding. In particular it does not create any obligation on the Parties to enter into any definitive commercial agreements or any other contract, to provide services, to disclose any information, to make any investment or to pay any consideration or compensation, whether or not expressly described herein.

§ 8 Liability

Except in case of (i) intent, (ii) any intentional act or omission, (iii) personal injury or death or in case liability cannot not be excluded, the Parties cannot be held liable for any indirect, special, incidental and consequential damages such as e.g., but not limited to, the loss of profit is concerned whether arising in tort (including negligence), contract or otherwise, or one's Party performance or failure to perform under this Agreement. In any other case the liability for direct damages will be limited to 10. 000€.

§ 9 Final Provisions

Amendments of or Additions to this MoU:
This text constitutes the complete

agreement between the Parties for the purpose set out in §1. There are no additional verbal arrangements. Any changes, amendments or additions to this MoU, including to this clause, must be set forth in writing and signed by all Parties.

Severability: Should a provision of this Memorandum of Understanding be ineffective or invalid, the effectiveness and validity of the remaining provisions shall remain unaffected. The Parties shall replace the ineffective or invalid provision promptly by an effective/valid one that reflects the business and legal purpose of the ineffective provision as closely as possible.

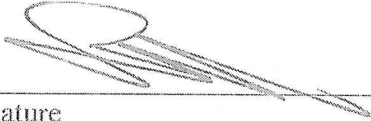
Non-Exclusive Clause: This MoU shall be on a non-exclusive basis. The Parties are free to enter into similar or identical agreements with any other party.

Governing Law and Arbitration: This MoU shall be governed by German law.

Any dispute that cannot be resolve amicably by the Parties shall be finally settled in accordance with the rules of the German Institution for Arbitration "DIS". The place of arbitration shall be Frankfurt a.M. (Germany), and the language to be used in the arbitration proceeding shall be English.

NOV 14, 2013 - BEZONS
Date and place

Canopy



Signature

JACQUES PONNERAND
Printed Name

CEO - CANOPY
Title


Signature

Printed Name

Title

Date and place 20-12-13

CGI


Signature

Coch Overbeek
Printed Name

VP Space
Title

Signature

Printed Name

Title

Date and place

CloudSigma



Signature

PLAMEN GARUDOV
Printed Name

DIRECTOR OF IT
Title




Signature

ROBERT JENKINS
Printed Name

CEO
Title

10/12/13 Amsterdam
Date and place

EGL.eu on behalf of EGI


Signature

CATHERINE GATER
Printed Name

Ms
Title

Signature

Printed Name

Title

Geneva, 10.12.13
Date and place

SixSq

L. Merfield
Signature

LOUISE MERIFIELD
Printed Name

OPERATIONS MANAGER
Title

Signature

Printed Name

Title

7th November 2013, MADRID
Date and place

The Server Labs Ltd.



Signature

PAUL PARSONS
Printed Name

CTO
Title

Signature

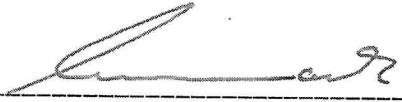
Printed Name

Title

11.12.2013, Bonn

Date and place

T-Systems

i.v. 

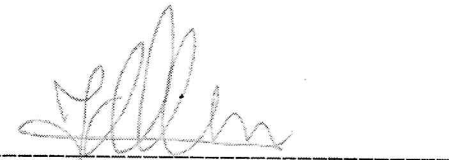
Signature

Marcus Lennartz

Printed Name

VP Global Accounts / Int. Business

Title

i.v. 

Signature

Jurry de la Mar

Printed Name

Account Director

Title

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degree of care as the receiving Party uses with its own valuable proprietary information. The receiving Party will not use the information for any purpose other than to advance the mutual interest of the Parties under this MoU; provided, however, that in no event will the receiving Party reveal any information to any third party without the express written consent of the disclosing Party. Notwithstanding the foregoing, in the event the receiving Party is a member of a group of companies, such receiving Party shall have the right to reveal information to any other company within the group of companies without the express written consent of the disclosing Party as far as strictly necessary for the purpose of this MoU. Each member of the company group receiving information shall be informed in writing about the restrictions placed on such information and be bound to keep such information confidential. In case the receiving Party needs to disclose information to individuals or organisations not covered by this MoU in order to conduct their activity, then they must ask for authorisation to the other Parties. Upon authorisation, the individuals or organisations should sign a non-disclosure agreement prior receiving the information.

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(7) Upon the termination or expiration of this MoU, the receiving Party shall, if required by the disclosing Party, either

a) return all disclosed information and copies to the disclosing Party, or

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§ 9 Final Provisions

Amendments of or Additions to this MoU:
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agreement between the Parties for the purpose set out in §1. There are no additional verbal arrangements. Any changes, amendments or additions to this MoU, including to this clause, must be set forth in writing and signed by all Parties.

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Date and place

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Title



Date and place

CGI

Signature

Printed Name

Title

Signature

Printed Name

Title



Date and place

CloudSigma

Signature

Printed Name

Title

Signature

Printed Name

Title



10/12/13 Amsterdam
Date and place

EGI.eu on behalf of EGI


Signature

CATHERINE GATER
Printed Name

Ms
Title

Signature

Printed Name

Title

Date and place

SixSq

Signature

Printed Name

Title

Signature

Printed Name

Title



Date and place

The Server Labs

Signature

Printed Name

Title

Signature

Printed Name

Title



Date and place

T-Systems

Signature

Printed Name

Title

Signature

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