

MEMORANDUM OF UNDERSTANDING

Between

EGI Foundation

and

T-Systems

TABLE OF CONTENTS

| | |
|--|-----------|
| ARTICLE 1. PARTIES | 3 |
| ARTICLE 2. PURPOSE AND SCOPE | 3 |
| ARTICLE 3. COMMUNICATIONS..... | 3 |
| ARTICLE 4. RIGHTS AND RESPONSIBILITIES..... | 4 |
| ARTICLE 5. FUNDING | 7 |
| ARTICLE 6. ENTRY INTO FORCE, DURATION AND TERMINATION | 7 |
| ARTICLE 7. AMENDMENTS..... | 7 |
| ARTICLE 8. ANNEXES | 7 |
| ARTICLE 9. MISCELLANEA..... | 7 |
| ANNEX 1. EGI FOUNDATION | 10 |
| ANNEX 2. T-SYSTEMS..... | 11 |
| ANNEX 3. JOINT WORK PLAN..... | 13 |



This Memorandum of Understanding (“MoU”) is made between:

EGI Foundation, a not-for-profit foundation established under the Dutch law to coordinate the EGI federation (abbreviated as “EGI”)

and

T-Systems, a global IT services company, operator of the Open Telekom Cloud, a public cloud service offering SaaS, PaaS and IaaS services based in Europe.

EGI and T-Systems shall hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

The MoU is composed of:

- Article 1. Parties
- Article 2. Purpose and Scope
- Article 3. Communications
- Article 4. Rights and Responsibilities
- Article 5. Funding
- Article 6. Entry into Force, Duration and Termination
- Article 7. Amendments
- Article 8. Annexes
- Article 9. Miscellanea
- Annex 1. EGI Foundation
- Annex 2. T-Systems
- Annex 3. Joint Work Plan



ARTICLE 1. PARTIES

(a) EGI Foundation

The EGI Foundation is a not-for-profit foundation established under the Dutch law to coordinate the EGI federation (abbreviated as “EGI”), an international collaboration that federates the digital capabilities, resources and expertise of national and international research communities in Europe and worldwide. The main goal is to empower researchers from all disciplines to collaborate and to carry out data- and compute-intensive science and innovation.

The EGI Foundation has participants and associated participants drawn from representatives of national e-infrastructure consortiums (NGIs), EIROs, ERICs, and other legal entities. These entities provide the physical resources and shared services that enable EGI to deliver, improve and innovate services for communities.

A more detailed description of EGI Foundation is attached as Annex 1.

(b) T-Systems

T-Systems International GmbH, a German company whose registered office is Hanhstraße 43d, 60528 Frankfurt am Main, Germany registered with the Company Register of the District Court in Frankfurt under company no. 55933 (abbreviated as “T-Systems”). T-Systems is one of the world-leading cross-manufacturer digital service providers with a European headquarters. T-Systems is driven to support its customers to successfully digitize work and business – today and in the future. The portfolio ensures that the digital transformation reduces complexity, saves costs, and makes day-to-day work easier across all areas of customer activities.

A more detailed description of T-Systems is attached as Annex 2.

ARTICLE 2. PURPOSE AND SCOPE

(1) The purpose of this Memorandum of Understanding (MoU) is to define a framework of collaboration between the Parties to enable the vision of jointly providing sustainable e-Infrastructure services for European scientists and supporting international scientific research activities.

(2) More specifically the parties will collaborate on:

1. Coordinated offering of cloud resources and user support for open science via EGI and European Open Science Cloud (EOSC).
2. Exchange applications and scientific datasets that facilitate open science with e-infrastructures.
3. Exchange information about the impact of e-infrastructure services and offerings on science and showcase these at relevant events

A detailed collaboration plan (the “Joint Work Plan”) is defined in Annex 3.

ARTICLE 3. COMMUNICATIONS

(1) The Parties shall keep each other informed on all their respective activities and on their progress and shall consult regularly on areas offering potential cooperation. Joint working groups may be established to examine in detail proposals in areas assigned to them by the Parties referred to in Annex 3 (Joint Work Plan) and to make recommendations to the Parties.



(2) The Parties acknowledge their obligations taken by this MoU and by the Joint Activity Plan (Annex 3) to disseminate their results, and the task to support and promote the coherent and coordinated dissemination of information on activities such as joint events and workshops. The Parties shall support efforts by providing relevant inputs and ensuring attendance at events.

(3) No Party is allowed to publish or allow the publishing of the other Party's results unless the owner Party agrees to the publication.

(4) Each Party shall designate a "point of contact" that shall be responsible for monitoring the implementation of this MoU and for taking measures to assist in the further development of cooperative activities. Such points of contact shall be the ordinary channel for the Parties' communication of proposals for cooperation.

Any approvals, notices, and other communications between the Parties under this MoU shall be sent to the applicable Party as follows:

EGI Foundation Liaison:

Enol Fernandez
EGI Foundation
Science Park 140.
Amsterdam 1098XG
enol.fernandez@egi.eu
+31 6 15411698

T-Systems Liaison:

Jurry de La Mar
T-Systems International
Heinrich-Hertz-Str. 1
D-64295 Darmstadt
jurry.delamar@t-systems.com
+49 6151 5833347

Questions of principles or problems that cannot be solved at primary contact level are escalated to the director of two parties *or Highest Role applicable*.

ARTICLE 4. RIGHTS AND RESPONSIBILITIES

A. GENERAL

1. Each Party agrees to adhere to applicable policies and procedures relating to the use of the production infrastructure.
2. A Party which makes material, equipment or components available to the other Party, for the purposes of activities under this MoU, shall remain the proprietor of such material, equipment or components.
3. Each Party shall remain fully responsible for its own activities, including the fulfilment of its obligations.

B. PERSONNEL

1. Each Party shall be solely responsible for any personnel hired to carry out work under this MoU.



2. In case personnel employed by one Party temporarily carry out work under this MoU on the premises of another (hereafter referred to as “secondment”), the following provisions shall apply:
 - a. The personnel seconded shall be subject to all regulations, including, in particular, safety regulations, applicable on the site of the Party they are seconded to.
 - b. The personnel seconded by a Party to another shall remain employees of the Party having seconded them and such Party, as employer, shall bear exclusive responsibility for the payment of salary and for the procurement of adequate social security and insurance, including third-party liability insurance and health insurance.
 - c. Unless otherwise agreed by the Parties concerned, Intellectual Property Rights generated by personnel seconded by a Party to another shall be owned by the Party having seconded such personnel.

C. INTELLECTUAL PROPERTY RIGHTS AND LICENCE

1. “Intellectual Property Rights” shall mean all intellectual creations including but not limited to inventions, know-how, layouts, drawings, designs, specifications, computer programs, reports, processes, protocols, calculations and any other matter and protected by intellectual property rights, whether registered or not, including patents, registered designs, copyrights, design rights and all similar proprietary rights and applications for protection thereof.
2. Intellectual property rights generated by a Party under this MoU shall be the property of that Party who shall be free to protect, transfer and use such Intellectual Property Rights as it deems fit.
3. Notwithstanding the foregoing, each Party shall grant the other a non-exclusive royalty-free, licence to use the Intellectual Property Rights generated by the Party under this MoU for the implementation of the Joint Work Plan (Annex 3). Such licence shall include the right to sublicense the entities involved in the Joint Activity Plan.

D. OWNERSHIP OF RESULTS

1. Results are owned by the Party that generates them.
2. The Parties give each other – under fair and reasonable conditions – access to results of this MoU needed for exploiting their own results.
3. Results that were jointly generated by both Parties will be jointly owned by the Parties, hereinafter referred to as (“Jointly Owned Results”) and each of the Parties shall be free to use these Jointly Owned Results for non-commercial research activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
4. Each of the joint owners shall be entitled to otherwise commercially exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license), if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) Fair and Reasonable compensation. Each Party shall be entitled to disclose such Jointly Owned Results without restrictions unless such Jointly Owned Results are confidential information or contain a Joint Invention in which case no disclosure must be made prior to the filing of a priority application.
5. With respect to any Joint Invention resulting from this MoU (i.e. any invention jointly made by employees of both Parties), the features of which cannot be separately applied for as Intellectual Property Rights and which are eligible for statutory protection requiring an application or registration (herein referred to as “Joint Invention”), the Parties shall agree on which Party will carry out any filing as well as any further details with regard to persecuting and maintaining relevant patent applications.



E. PUBLIC RELATIONS

1. Any publication by a Party resulting from the activities carried out under this MoU shall be subject to prior agreement of the other Party which should not be unreasonably withheld.
2. The Parties may each release information to the public, provided it is not confidential and related only to its own part of the activities under this MoU. In cases where the activities of the other Party are concerned, prior consultation shall be sought. In all relevant public relations activities, the contribution of each Party related to activities covered by this MoU shall be duly acknowledged.

F. CONFIDENTIALITY OF INFORMATION

1. The Parties may disclose to each other information that the disclosing Party deems confidential and which is (i) in writing and marked “confidential”, or (ii) disclosed orally, and identified as confidential when disclosed, and reduced in writing and marked “confidential” within fifteen (15) days of the oral disclosure (hereafter referred to as “Confidential Information”). Confidential Information shall be held in confidence and shall not be disclosed by the receiving Party to any third party without the prior written consent of the disclosing Party.
2. Notwithstanding the foregoing, a Party is entitled to disclose Confidential Information which it is required by law to disclose or which, in a lawful manner, it has obtained from a third party without any obligation of confidentiality, or which it has developed independently from any Confidential Information received under this MoU, or which has become public knowledge other than as a result of a breach on its part of these confidentiality provisions.

G. LIABILITY

1. Each Party shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies to the other Party and of any other contribution it makes hereunder and promptly to correct any error therein of which it is notified. The supplying Party shall be under no obligation or liability other than as stated above and no warranty or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for a particular purpose of such information, materials or other contribution or as to the absence of any infringement of any proprietary rights of third parties through the possession or use of such information, materials or other contribution. The recipient Party shall be entirely responsible for its use of such information, materials or other contribution and shall hold the other Party free and harmless and indemnify it for any loss or damage with regard thereto.
2. Except in case of gross negligence or wilful misconduct, neither Party shall be liable for any indirect or consequential damages of the other Party, including loss of profit or interest, under any legal cause whatsoever and on account of whatsoever reason.

H. PARTICIPATION IN SIMILAR ACTIVITIES

1. Parties are not prevented by this MoU from participating in activities similar to those described in this document with third parties. There is no obligation to disclose any similar activity to the other Party. However, when considered of mutual benefit, both Parties are encouraged to involve the other Party in similar activities to the goal of disseminating the knowledge about both Parties.



ARTICLE 5. FUNDING

Each Party shall bear the costs of discharging its respective responsibilities under this MoU, including travel and subsistence of its own personnel and transportation of goods and equipment and associated documentation, unless otherwise agreed in this MoU or by the parties on a case-by-case basis.

Each Party shall make available free of charge to the other Party any office space or meeting facility needed for the joint activities.

The Parties' obligations hereunder are subject to their respective funding procedures and the availability of appropriate funds. Should either Party encounter budgetary problems in the course of its respective internal procedures that may affect the activities carried out under this MoU, the Party shall notify and consult with the other Party in a timely manner in order to minimise the negative impact of such problems on the cooperation. The Parties shall jointly look for mutually agreeable solutions.

In order to reduce the impact on travel costs, face-to-face meetings should be co-located with other events that participants are likely to attend. Meeting via teleconferences should be considered when the nature of the discussion does not strictly require a face-to-face presence.

ARTICLE 6. ENTRY INTO FORCE, DURATION AND TERMINATION

This MoU will enter into force when signed by the authorised representatives of the Parties.

Either Party may terminate this MoU for any reason upon 30 days written notice to the other Party.

In the event of termination, the Parties shall endeavour to reach agreement on terms and conditions to minimise negative impacts on the other Party. In the event of the continuation of the present cooperation, the MoU may be extended and/or amended by mutual agreement in writing.

ARTICLE 7. AMENDMENTS

The MoU may be amended only by written agreement of the Parties. Amendments shall be valid only if signed by the authorised representatives of the Parties.

ARTICLE 8. ANNEXES

Annexes 1, 2, 3 attached hereto, have the same validity as this MoU and together constitute the entire understanding and rights and obligations covering the cooperation accepted by the Parties under this MoU. Annexes may be amended following the provisions of Article 7. Amendments.

ARTICLE 9. MISCELLANEA

- 1) Notwithstanding anything in this MoU to the contrary, neither Party shall have any legally binding obligation to the other Party as a result of the execution of this MoU, or otherwise relating to this MoU or the subject matter hereof. Although the Parties will try to reach one or more future agreements as to the matters described herein, this MoU shall not require the Parties to reach any future agreement, and, notwithstanding anything in this MoU to the

contrary, neither Party shall have any liability to the other Party as a result of the Parties' failure to reach one or more future agreements.

- 2) Neither Party shall reassign this MoU or any of its responsibilities without the other Party's prior written consent.
- 3) The failure of either Party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.
- 4) If any provision of this MoU is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of the remaining provisions of this MoU.

Memorandum of Understanding between EGI Foundation and T-Systems

IN WITNESS WHEREOF, the Parties have caused their duly authorised representatives to sign two originals of this Memorandum of Understanding.

The following agree to the terms and conditions of this MoU:

DocuSigned by:
Tiziana Ferrari
465881FE0D144C8...

DocuSigned by:
Jurry de la Mar
2C6D86B9C18F4D1...

Tiziana Ferrari
Director
EGI Foundation

Jurry de la Mar
Account Director
T-Systems

Jun 9, 2020 | 18:13 CEST

Jun 9, 2020 | 17:42 CEST

Date

Date

ANNEX 1. EGI FOUNDATION

The Stichting EGI (also known as the EGI Foundation and abbreviated as EGI.eu) is a not-for-profit foundation established under the Dutch law to coordinate the EGI federation (abbreviated as EGI), an international collaboration that federates the digital capabilities, resources and expertise of national and international research communities in Europe and worldwide. The main goal is to empower researchers from all disciplines to collaborate and to carry out data- and compute-intensive science and innovation.

The EGI Foundation has participants and associated participants drawn from representatives of national e-infrastructure consortiums (NGIs), EIROs, ERICs, and other legal entities. These entities provide the physical resources and shared services that enable EGI to deliver, improve and innovate services for communities. The EGI Foundation coordinates areas such as overseeing infrastructure operations, user community support, contact with technology providers, strategy and policy development, flagship events and dissemination of news and achievements.

The EGI Federation – coordinated by EGI.eu – is one of the largest distributed computing infrastructure for researchers. It leverages the local investments of national research funding agencies by bringing together hundreds of data centres worldwide. It also includes the largest research cloud federation in operations in Europe with tens of participating cloud providers across most of the European countries offering IaaS cloud and storage services.

The EGI offering includes a federated IaaS cloud to run compute- or data-intensive tasks and host online services in virtual machines or docker containers on IT resources accessible via a uniform interface; high-throughput data analysis to run compute-intensive tasks for producing and analysing large datasets and store/retrieve research data efficiently across multiple service providers; federated operations to manage service access and operations from heterogeneous distributed infrastructures and integrate resources from multiple independent providers with technologies, processes and expertise offered by EGI; consultancy for user-driven innovation to assess research computing needs and provide tailored solutions for advanced computing.

The EGI Cloud Federation aggregates resources by defining a set of standard open-source interfaces and protocols to access the different cloud functions - such as resource discovery, user authentication, compute and data access services - in a uniform way at all the sites, enabling workloads to span and seamlessly migrate across resource centers. Through the EGI Virtual Machine image library – the Application Database – EGI offers the possibility to share and reuse virtual appliances and to dynamically deploy them in a federated cloud infrastructure. Besides cloud compute and storage services, the cloud will offer the capability of accessing open datasets of public and commercial relevance for scalable access to big research data, fostering a culture and environment for sharing and reuse of open research data. EGI supports the implementation and adoption of cloud open standards.

The EGI technical platforms are co-developed with research communities and technology providers. In order to do so, EGI has established processes and technical infrastructures for requirements gathering, software validation, verification and distribution through the Unified Middleware Distribution.

Over the last decade, EGI has built a federation of long-term distributed compute and storage infrastructure that has delivered unprecedented data analysis capabilities to tens of thousands of researchers from many disciplines (e.g., Medical and Health Sciences, Natural Sciences, Engineering and Technology, Agricultural Sciences, and Art and Humanities).

Examples of the supported research include the search for the Higgs boson at the Large Hadron Collider particle accelerator at CERN; the search for gravitational waves of the LIGO-VIRGO collaboration, finding new tools to diagnose and monitor diseases such as Alzheimer's, or the development of complex simulations to model climate change.

Further information (e.g. governance; services) can be found at: www.egi.eu/about/

ANNEX 2. T-SYSTEMS

With locations in over 20 countries, 37,900 employees, and an external turnover of 6.8 billion euros (2019), T-Systems is one of the world-leading cross-manufacturer digital service providers with a European headquarters. T-Systems is driven to support its customers to successfully digitize work and business – today and in the future. The portfolio ensures that the digital transformation reduces complexity, saves costs, and makes day-to-day work easier across all areas of customer activities.

Cloud computing is increasingly gaining acceptance alongside the classic operation of IT systems. T-Systems can bring around 20 years' experience to the table in outsourcing, system integration, and the planning, assembly and operation of IT systems, HPC, Big Data enabled large-scale systems and networks. Together with some 90 partner companies – including industry leaders such as Avaya, Cisco, Google, Huawei, Microsoft, Salesforce, SAP, ServiceNow and VMware – T-Systems offers customers the full array of different cloud models, from tailored private clouds and low-cost public cloud services through to hybrid clouds. Each of these variants can be in high-security data centers in Europe and operated in accordance with strict European data-privacy standards. Companies can choose to source their – individually scalable – infrastructure, platforms, software and cloud integration "as a service."

Since more than 15 years, T-Systems has a strong collaboration with the European Science community, Space Agencies and the European Commission in the Galileo and Copernicus Programmes, various projects and funding programmes. For Galileo, T-Systems is part of the Service Operator being responsible for several core IT- and communication systems that provide services at extremely high availability in classified and non-classified environments. For Copernicus with the first Sentinel Products becoming available for public use, T-Systems was tasked in 2014 to build the Sentinel Datahubs, to provide users worldwide with free and open data access. The Datahubs were implemented based on a T-Systems Big Data Architecture to cater for the by then unpredictable scalability and download requirements. The system meanwhile caters for more than 300,000 users and has provided more than 215 PB of data downloads with an availability of 99,8%. T-Systems advocated in 2015 a paradigm shift from bringing data to users, to bringing users to the data. That led in 2018 to the establishment of several Copernicus Data and Information Access services (DIAS), that today provide users with a choice of industrial data platforms, where they can directly run geo-analytics and AI applications on the data and combine the data with other data sources. T-Systems is the infrastructure provider for Mundi, one of the DIAS platforms, and also designed the architecture for the distributed WEKEO platform, run by EUMETSAT, ECMWF and Mercator Ocean for the weather and marine user communities.

Through the participation in various R&D activity related to science cloud computing e.g., the Horizon2020 INDIGO-Datacloud and Helix Nebula Science Cloud projects, T-Systems has been able to obtain significant expertise in the domain of Open Science and the agile, fit-for-purpose services that are required to support scientific communities and transfer technologies to industry. A very strong experience and expertise is available how to combine commercial cloud services with e-Infrastructures through federated identity management and efficient use of the GÉANT network to create Big Data platforms and on-demand infrastructure for the use with AI.

Furthermore, T-Systems and its parent Deutsche Telekom are founding members of the new Gaia-X project, launched in October 2019. Gaia-X is a European initiative from the French and German Government, supported by the European Commission, Science and Industry to establish a performing, competitive, secure and trusted data infrastructure for Europe. Gaia-X will be an important asset and accelerator for the know-how and wide-spread use of AI in Europe.

Start-ups, SMEs, Enterprises and Science communities are already using and benefitting from T-Systems cloud services, first and foremost Open Telekom Cloud (OTC), T-Systems' public cloud service based on OpenStack. OTC has been further developed through EU and national R&D programmes to support AI and Big Data use cases and includes functions for Data Management, AI-functions, HPC-as-a-Service, and access to Supercomputing resources of HLRS in Stuttgart. OTC is registered as service in the EOSC Hub and offers components and resources such as servers, containers, orchestration, storage, network, big data, identity management and security functions.

ANNEX 3. JOINT WORK PLAN

To support the collaboration objectives defined in article Article 2 (“Purpose and scope”), a joint work plan is defined and will be regularly reviewed and updated at least annually.

The Parties will jointly deliver e-infrastructure services and support the needs of global scientific communities. The cooperation is focused, but not limited to the following areas:

1. Coordinated offering of cloud resources and user support for open science via EGI and European Open Science Cloud (EOSC).
2. Exchange applications and scientific datasets that facilitate open science with e-infrastructures.
3. Exchange information about the impact of e-infrastructure services and offerings on science and showcase these at relevant events.

Joint Activity 1. Coordinated delivery of cloud and user support

EGI will support T-Systems to connect with the user access services of EGI and EOSC, particularly to

- Catalogue/onboard T-Systems service in the EOSC Cloud catalogue, indicating its availability for researchers and international projects.
- Integrate T-Systems with the EGI Check-in service to enable single sign-on across the EOSC Portal, Marketplace and the cloud itself, and to comply with the EGI Security Policies.
- Deliver user support and training for national and international communities based on matching interest and skills.

Duration 12 months

Joint Activity 2. Exchange applications and data

EGI will support T-Systems to connect with the content distribution services of the EGI Cloud, particularly to

- Connect T-Systems with the EGI AppDB Virtual Machine Image Marketplace to enable the staging of Virtualized applications and tools to T-Systems for the benefit of its existing and future users.
- Connect T-Systems to the EGI DataHub to enable the replication of scientific datasets T-Systems for the benefit of its existing and future users.
- Share relevant applications and datasets from T-Systems with EGI and EOSC users via the EGI AppDB and DataHub.
- Facilitate cross-infrastructure data processing and analytics workflows as demanded by user communities.

Duration 18 months

Joint Activity 3. Impact of e-infrastructure services

EGI and T-Systems will align and connect their customer relationship management (CRM) process

- To share EGI and EOSC user feedback and to feed this into their continuous improvement processes.
- To support innovation activities with pilot use cases and proof-of-concept implementations of new solutions that foster collaboration between EGI, EOSC and T-Systems.
- To share success stories, to prepare joint articles, publications, presentations and demonstrations and to present/distribute these at high impact events and through EGI and T-Systems dissemination channels.

Duration 36 months

Certificate Of Completion

| | |
|---|---------------------------------|
| Envelope Id: 2FB136272C0B4C89A0CB1917FEF03AAB | Status: Completed |
| Subject: Please DocuSign: 2020-06-05 MoU TSystems - final | |
| Source Envelope: | |
| Document Pages: 14 | Signatures: 2 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Project Office |
| Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna | 140 Science park |
| | - |
| | Amsterdam, North holland 1098XG |
| | project-office@egi.eu |
| | IP Address: 77.173.138.112 |

Record Tracking

| | | |
|--|---|--------------------|
| Status: Original 09 June 2020 16:31 | Holder: Project Office project-office@egi.eu | Location: DocuSign |
|--|---|--------------------|

Signer Events

Jurry de la Mar
 jurry.delaMar@t-systems.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 2C6D86B9C18F4D1...

Signature Adoption: Uploaded Signature Image
 Using IP Address: 80.146.191.153

Timestamp

Sent: 09 June 2020 | 16:53
 Viewed: 09 June 2020 | 17:37
 Signed: 09 June 2020 | 17:42

Electronic Record and Signature Disclosure:

Accepted: 09 June 2020 | 17:37
 ID: 7f5c9526-d148-474e-ae9a-a47f8aa49b23
 Company Name: EGI Foundation

Tiziana Ferrari
 tiziana.ferrari@egi.eu
 Director
 EGI Foundation
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 465881FE0D144C8...

Signature Adoption: Pre-selected Style
 Using IP Address: 82.57.75.34

Sent: 09 June 2020 | 16:53
 Viewed: 09 June 2020 | 18:12
 Signed: 09 June 2020 | 18:13

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Mandy Lin
 mandy.lin@egi.eu
 Ms

COPIED

Sent: 09 June 2020 | 16:53

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

| Carbon Copy Events | Status | Timestamp |
|---------------------------|---------------|------------------|
|---------------------------|---------------|------------------|

Accepted: 13 December 2018 | 14:01
ID: af9e21ac-1cb5-43ca-92b3-e6d4fe578c82
Company Name: EGI Foundation

| Witness Events | Signature | Timestamp |
|-----------------------|------------------|------------------|
|-----------------------|------------------|------------------|

| Notary Events | Signature | Timestamp |
|----------------------|------------------|------------------|
|----------------------|------------------|------------------|

| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|
|--------------------------------|---------------|-------------------|

| | | |
|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 09 June 2020 16:53 |
| Certified Delivered | Security Checked | 09 June 2020 18:12 |
| Signing Complete | Security Checked | 09 June 2020 18:13 |
| Completed | Security Checked | 09 June 2020 18:13 |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| Electronic Record and Signature Disclosure |
|---|
|---|

CONSUMER DISCLOSURE

From time to time, EGI Foundation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact EGI Foundation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: celine.bitoune@egi.eu

To advise EGI Foundation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at celine.bitoune@egi.eu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from EGI Foundation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to celine.bitoune@egi.eu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with EGI Foundation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to celine.bitoune@egi.eu and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|--------------------|---|
| Operating Systems: | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X |
| Browsers: | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader: | Acrobat® or similar software may be required to view and print PDF files |
| Screen Resolution: | 800 x 600 minimum |

| | |
|----------------------------|---------------------------|
| Enabled Security Settings: | Allow per session cookies |
|----------------------------|---------------------------|

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify EGI Foundation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by EGI Foundation during the course of my relationship with you.