

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**EGI Foundation**

**and**

**CloudFerro**

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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

CloudFerro, a provider of innovative cloud services, builder and operator of cloud computing platforms for specialized market segments, such as the European space sector.

EGI and CloudFerro 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. CloudFerro
- 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) CloudFerro

CloudFerro is a Polish company providing services of public, private and hybrid computing cloud. It is a developer and an operator of number of big data-enabled cloud platforms tailored for various stakeholders from European space industry.

CloudFerro services are metered and billed and can be executed via APIs. CloudFerro system client organization structures allow for building complex processing and value chains. CloudFerro pursues further development of its Earth Observation data related platforms and services to establish position as a vital element of European down-stream ecosystem and pursue excellence.

A more detailed description of CloudFerro 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 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](mailto:enol.fernandez@egi.eu)  
+31 6 15411698

**CloudFerro Liaison:**

Stanisław Krzyżanowski  
CloudFerro sp. Z o.o.  
Fabryczna 5  
[skrzyzanowski@cloudferro.com](mailto:skrzyzanowski@cloudferro.com)  
+48 602 122 651

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 sublicense), 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 CloudFerro

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:  
*Maciej Krzyżanowski*  
4B5942913DFF4BA...

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Tiziana Ferrari  
Director  
EGI Foundation

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Maciej Krzyżanowski  
CEO  
CloudFerro sp. Z o.o.

Jun 16, 2020 | 23:16 CEST

cze 22, 2020 | 14:31 CEST

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Date

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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/](http://www.egi.eu/about/)

## ANNEX 2. CLOUDFERRO

CloudFerro provides cutting-edge cloud services. The company builds and operates cloud computing platforms for specialized markets, such as the European space sector, climate research and science. Its broad experience and in-depth expertise include storing and processing big data sets, such as multi petabyte repositories of Earth Observation satellite data.

The company offers cost-effective, open-source-based, flexible cloud solutions in a public, private or hybrid model, customized to meet user needs. Extensive range of ancillary services and dedicated technical support are provided by the highly experienced local team of IT specialists with unmatched competences.

CloudFerro has been trusted by leading European companies and scientific institutions from various big-data-processing market sectors, including the European Space Agency (ESA), EUMETSAT, the European Centre for Medium-Range Weather Forecasts (ECMWF), Mercator Ocean International, German Aerospace Centre (DLR), the EGI, to name a few.

CloudFerro is the operator of several cloud platforms dedicated for storing, processing and dissemination of Earth Observation data, including CREODIAS, WEkEO, CODE-DE and the Climate Data Store. All the platforms share a common code-base, but each of them offers some specificity in terms of functionality, target-community, localization, available tools and data sets.

Copernicus DIAS platform with integration, online storage, continuous ingestion, indexing of newly arriving data, data discovery and access interfaces for the vast majority of Copernicus collections (including Copernicus services) and also for other collections including: Envisat Meris, ESA/Landsat, S2GLC (Global Landcover) and VHR data from commercial providers (currently Jilin-1, KazEOSat, soon: KOMPSAT and others) (see <https://creodias.eu/data-offer>). We provide online access to EO data for the cloud users of the CREODIAS platform (see: <https://creodias.eu/what-is-creodias>). The data is available according to individual license (e.g. Copernicus free license).

CREODIAS users have access to the rich set of IaaS and data related services (see <https://creodias.eu/computting-cloud>). Users can process EO data in their cloud environments (using cloud VMs, cloud storage, containers via Kubernetes etc.) using multiple data access interfaces like object S3 or NFS, can process EO products via PGaaS (Product Generation as a Service) where custom (like e.g. S-2 L1 to L2 sen2cor) and private processors can be used, can access data via OGC WMS/WMTS services, can browse data with an online browser and can download data outside of the cloud in a zipped format. The level of access to the EO data (access from a VM, OGC WMS/WMTS, browsing or downloading) can be dependent on a user level of authorization.

In addition to 'raw' data from Copernicus and commercial suppliers we also have ARD (Analysis Ready Data) collections. One of them is S2GLC. The main purpose of the S2GLC was to develop a methodology for producing a new, high resolution global land cover map based on Sentinel-2 imagery. The Sentinel-2 Global Land Cover data set is exclusively available on CREODIAS.

S2GLC project was founded by ESA and created by CBK PAN (Space Research Center, Polish Academy of Science) with usage of CREODIAS resources with full integration with Finder tool (search engine platform) and Browser tool (WMS viewer).

## 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 European scientists and international scientific research activities. 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 CloudFerro to connect with the user access services of EGI and EOSC, particularly to

- Catalogue/onboard CloudFerro service in the EOSC Cloud catalogue, indicating its availability for researchers and international projects.
- Integrate CloudFerro 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. Specific focus will be on creating exemplary value chains utilizing CREODIAS services, creating and taking advantage of containerized processors and using Kubernetes-related services for scalability.

Duration 12 months

### Joint Activity 2. Exchange applications and data

EGI will support CloudFerro to connect with the content distribution services of the EGI Cloud, particularly to

- Connect CloudFerro with the EGI AppDB Virtual Machine Image Marketplace to enable the staging of Virtualized applications and tools to CloudFerro for the benefit of its existing and future users.
- Connect CloudFerro to the EGI DataHub to enable the replication of scientific datasets CloudFerro for the benefit of its existing and future users.
- Share relevant applications and datasets from CloudFerro 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 CloudFerro 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 share success stories, to prepare joint articles, publications, presentations and demonstrations and to present/distribute these at high impact events and through EGI and CloudFerro dissemination channels.

Duration 36 months

## Certificate Of Completion

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|---|---------------------------------|
| Envelope Id: 43B5A35F1A9A4C2AA71659D078F8FF2E                           | Status: Completed               |
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| 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      |

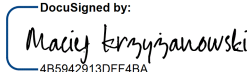
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|                      |                        |                    |
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| Status: Original     | Holder: Project Office | Location: DocuSign |
| 16 June 2020   19:50 | project-office@egi.eu  |                    |

## Signer Events

Maciej Krzyżanowski  
 mkrzyzanowski@cloudferro.com  
 Security Level: Email, Account Authentication  
 (None)

## Signature

DocuSigned by:  
  
 4B5942913DFF4BA...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 83.24.106.60

## Timestamp

Sent: 16 June 2020 | 19:56  
 Resent: 22 June 2020 | 13:04  
 Viewed: 22 June 2020 | 14:30  
 Signed: 22 June 2020 | 14:31

## Electronic Record and Signature Disclosure:

Accepted: 22 June 2020 | 14:30  
 ID: 313ff776-04a4-44db-8603-55f70e9c9e24

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

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 79.21.132.21

Sent: 16 June 2020 | 19:56  
 Viewed: 16 June 2020 | 23:16  
 Signed: 16 June 2020 | 23:16

## 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

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## Timestamp

Mandy Lin  
 mandy.lin@egi.eu  
 Ms

**COPIED**

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Security Level: Email, Account Authentication  
 (None)

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

Stanisław Krzyżanowski  
skrzyzanowski@cloudferro.com  
Security Level: Email, Account Authentication  
(None)

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| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Certified Delivered | Security Checked | 22 June 2020   14:30 |
| Signing Complete    | Security Checked | 22 June 2020   14:31 |
| Completed           | Security Checked | 22 June 2020   14:31 |

| Payment Events | Status | Timestamps |
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| Electronic Record and Signature Disclosure |
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## **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.

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### **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.

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**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**

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