

iPaaS ACCESS AGREEMENT

THIS AGREEMENT is made between Ericsson Canada, Inc. and Ciena Canada, Inc. (“iPaaS Access Providers”) and Participant (as defined below) effective as of the date signed by Participant (“Effective Date”).

WHEREAS, in connection with the ENCQOR project, Participant has submitted an Application to carry out the project identified in the signature block to this Agreement (the “Project”);

AND WHEREAS, in connection with the Project, Participant requires access to the iPaaS Platform and iPaaS Access Provider is willing to provide access on the terms set forth herein;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions:

“Agreement” means this iPaaS Access Agreement.

“Application” means the application prepared by Participant and submitted in accordance with the applicable ENCQOR project program in support of the Project.

“Authorized Users” means Participant personnel including contractors, in the case of an academic institution, students, who require access in connection with the research scope described in the Funding Agreement.

“Confidential Information” means all information, whether communicated in oral, written, graphic, electromagnetic, or any other form, that one Party (the “Disclosing Party”) communicates to the other (the “Receiving Party”), and which:

- (i) if disclosed in tangible form, is clearly marked as confidential, or should reasonably be understood by the Receiving Party to be confidential based on the nature of the information and the circumstances of the disclosure; or
- (ii) if disclosed orally or visually, the Disclosing Party designates as confidential at the time of disclosure or promptly thereafter or should reasonably be understood by the Receiving Party to be confidential based on the nature of the information and the circumstances of the disclosure;

iPaaS Access Providers Related Parties” means the affiliates of the iPaaS Access Providers, and the officers, employees, directors, contractors and agents of the iPaaS Access Providers and their affiliates. iPaaS Access Providers Related Parties are third party beneficiaries of this Agreement.

“iPaaS” means innovation platform as a service.

“iPaaS Platform” means the 5G innovation platform consisting of five innovation hubs and data centers and all associated telecommunication infrastructure and services provided by the iPaaS Access Providers as part of the ENCQOR program and includes all related hardware (including handsets and mobile phones), software (including source code and related information), tools, documentation and instructions.

“Participant” means the Participant defined in the signature block to this Agreement, and includes its Authorized Users as the context permits.

“Term” means the period of one year from the Effective Date, unless terminated or extended in accordance with the “Term and Termination” section below, in which case the Term shall be such shorter or longer period.

2. **Scope.** This Agreement sets out the terms on which iPaaS Access Provider will permit Participant’s Authorized Users to use and access the iPaaS Platform. Each party shall bear all of its own costs and expenses incurred in connection with this Agreement.
3. **Right to Use.** iPaaS Access Providers grant Participant a limited, non-exclusive, non-transferable, non-sublicenseable license during the Term solely to use the iPaaS Platform to carry out the Project subject to the terms and conditions of this Agreement. iPaaS Access Providers reserve all rights to the iPaaS Platform not expressly granted to Participant herein.
4. **Restrictions.** Participant agrees that it will not: (a) use the iPaaS Platform for carrying or managing live or commercial traffic; (b) permit any person other than its Authorized Users to use the iPaaS Platform; (c) reverse engineer or decompile any part of the iPaaS Platform; (d) copy any features, functions, interfaces or graphics of the iPaaS Platform; (e) make, have made, or create derivative works of any part of the iPaaS Platform, or (f) permit or suffer any Authorized User or third party to engage in any of the acts proscribed in this section 4, section 5 below, or elsewhere in this Agreement.
5. **Prohibited Content and Conduct.** Participant agrees not to use the iPaaS Platform to: (i) distribute, post, or otherwise make available any software or computer files that contain a virus, worm, Trojan horse, or other harmful component; (ii) conduct or advance any illegal activity; (iii) disrupt or interfere with any other networks, websites, or security; (iv) infringe any third party’s intellectual property rights; (v) distribute any libelous, harassing, defamatory, violent, illegal, offensive, slanderous, or otherwise objectionable material of any kind; or (vi) gain or attempt to gain unauthorized access to computer systems or devices. Participant is responsible for the actions and inactions of its Authorized Users. Participant may not use the iPaaS Platform or Services in any manner inconsistent with applicable law or for any illegal purpose, including but not limited to conspiring to violate

laws or regulations. Recognizing the global nature of the Internet, Participant also agree to comply with applicable local rules or codes of conduct regarding online behavior and acceptable content. Participant agree to comply with applicable laws regarding the transmission of technical data exported from the United States or the country in which Participant reside. iPaaS Access Provider reserves the right to investigate and take appropriate action against anyone who, in iPaaS Access Provider's sole discretion, is suspected of violating this provision, including without limitation, reporting Participant to law enforcement authorities. Use of the iPaaS Platform is void where prohibited. Without limiting the generality of the foregoing, in connection with its use of the iPaaS Platform, Participant and its Authorized Users must not:

- (i) Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy or publicity) of others;
- (ii) Post any content or images containing nudity, or materials that may be considered obscene, lewd, excessively violent, harassing, explicit or otherwise objectionable in iPaaS Access Provider's sole discretion; or transmit "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- (iii) Upload, or otherwise make available any content that is protected by intellectual property laws, including, without limitation, copyright, patent, trademark, trade secret, moral right, proprietary rights or rights of publicity or privacy unless Participant owns or has obtained all necessary rights;
- (iv) Upload, post, or otherwise make available any information prohibited from disclosure under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (v) Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;
- (vi) Attempt to gain unauthorized access to any services, other accounts, computer systems or networks connected to any iPaaS Access Provider server through hacking, password mining or any other means;
- (vii) Solicit or attempt to solicit personal information from anyone under 18, or collect or attempt to collect passwords or personal identifying information for commercial or unlawful purposes from other users;

- (viii) Create a false identity for the purpose of misleading others;
 - (ix) Prevent, restrict or inhibit any authorized person from using the iPaaS Platform;
 - (x) Further or promote any criminal activity or enterprise;
 - (xi) Engage in any activity that involves commercial activities and/or sales, including without limitation, hosting any commercial contests, sweepstakes, barter, advertising, or pyramid schemes, provided however that conducting customer demonstrations is not prohibited to the extent within the scope of Participant's Project; or
 - (xii) Post any other content that, in iPaaS Access Provider's sole discretion, undermines the purpose of the iPaaS Platform or otherwise reflects unfavorably upon iPaaS Access Provider or iPaaS Access Providers Related Parties.
6. **Participant Equipment.** Participant must obtain written permission from an iPaaS Access Provider if it wishes to install and or connect any equipment in any ENCQOR hub. Participant is responsible for any associated costs.
7. **Technical Support.** Technical support, if any, provided by the iPaaS Access Providers will be provided on an "as is" basis during the hours of 9 am to 5 pm, eastern time, Monday through Friday, holidays excepted.
8. **Other Users.** Other users may violate one or more of the above prohibitions, but iPaaS Access Provider assumes no responsibility or liability. Under no circumstances will iPaaS Access Provider be liable in any way for user conduct, data or other content on the iPaaS Platform or transmitted via the iPaaS Platform or any loss or damage of any kind incurred as a result of the use of, access or denial of access to any data or content. If Participant become aware of misuse of the iPaaS Platform by any person, it should contact iPaaS Access Provider. iPaaS Access Provider may investigate complaints and violations that come to its attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing content or terminating accounts. However, because situations and interpretations vary, iPaaS Access Provider also reserves the right not to take any action.
9. **Authorized Users.** Participant is responsible for: (i) preserving the secrecy of its usernames and passwords, and (ii) any activity that occurs on the iPaaS Platform under or through the use of its usernames and passwords. Participant is responsible for its Authorized Users' use and conduct on the iPaaS Platform. Without limiting the generality

of the foregoing, Participant shall ensure that: (i) Authorized User accounts are not shared; (ii) that information posted by Authorized Users, including any user profiles, is accurate and not misleading; it immediately notifies iPaaS Platform Provider of any unauthorized use of its account, including that of any of its Authorized Users, or of any breach in security. iPaaS Access Provider will not be liable for any harm caused by, or related to, the theft or misappropriation of Participant's user name or password, disclosure of Participant's user name or password, or Participant's authorization of anyone else to use Participant's user name or password.

10. **Monitoring.** Nothing in this Agreement shall require iPaaS Access Provider to monitor or edit the iPaaS Platform. If at any time iPaaS Access Provider chooses, in its sole discretion, to monitor or edit the iPaaS Platform, iPaaS Access Provider nonetheless assumes no responsibility for anything submitted by users, no obligation to modify or remove any inappropriate materials or information and no responsibility for the conduct of any person. iPaaS Access Provider reserves the right, in its sole discretion, to reject, refuse to post or remove any posting or other data, or to restrict, suspend, or terminate access to all or any part of the iPaaS Platform at any time, for any or no reason, with or without prior notice, and without liability. Participant agree that iPaaS Access Provider has no liability whatsoever if iPaaS Access Provider refuses to post Participant's submissions or edits, restricts or removes Participant's submissions.
11. **Additional Terms.** In order to use or access certain features of the iPaaS Platform, Participant may be required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement. Any SDKs, APIs, software, documentation or other items ("Materials") Participant downloads from the iPaaS Platform may be subject to different or additional terms and conditions. Participant must read the license agreement and indicate Participant's agreement to its terms prior to downloading, installing or using such Materials. In the event of any conflict between such additional terms and this Agreement, the additional terms control solely in respect of the Materials.
12. **Ownership and Protection.** Except any iPaaS Improvements, as defined below, Participant shall own all right, title and interest in and to any intellectual property developed by it in connection with this Agreement. Participant shall be responsible for protecting its data and confidential information, including by keeping appropriate backups of all data and ensuring that any Participant confidential information that may have been located on the iPaaS Platform at any time is secured when in use and removed when not in use.
13. **Improvements.** Ownership of the iPaaS Platform and all patents, copyrights, trade secrets and all other rights, title and interest subsisting in or related to the iPaaS Platform and all derivative works, improvements, enhancements, modifications, translations, corrections

and changes thereto, whether made, created or developed by iPaaS Access Providers or Participant or Authorized Users shall at all times remain with iPaaS Access Providers. Participant acknowledges and agrees that any contribution it makes in the form of (i) derivative works, improvements, enhancements, modifications, Feedback (as defined below), translations, identification of defects or deficiencies, corrections or changes to the iPaaS Platform (collectively, "iPaaS Improvements") shall not give or grant Participant any right, title or interest in the iPaaS Platform or in any such iPaaS Improvements. The iPaaS Access Providers shall have the right to incorporate any iPaaS Improvements into any commercial product without compensation and without retention by Participant of any proprietary claim. Participant hereby assigns to the iPaaS Access Providers any and all right, title, and interest that Participant may have in and to any iPaaS Improvements. Upon request by iPaaS Access Provider, Participant will execute any document, registration or filing required to give effect to the foregoing assignment. It is understood that as between Ciena Canada, Inc. and Ericsson Canada, Inc. each will own those iPaaS Improvements that relate to its portion of the iPaaS Platform.

14. **Feedback.** "Feedback" means any submitting ideas, suggestions, documents, and/or proposals related to the iPaaS Platform that are submitted to iPaaS Access Provider.. Participant acknowledge and agree that: i) Participant's Feedback (including, for greater certainty, Feedback provided by any Authorized User) does not contain confidential or proprietary information; ii) iPaaS Access Provider is under no obligation of confidentiality, express or implied, with respect to the Feedback; iii) iPaaS Access Provider shall be entitled to use or disclose such Feedback for any purpose, in any way, in any media, worldwide; iv) iPaaS Access Provider may already be developing something similar to the Feedback; v) Feedback becomes the property of iPaaS Access Provider without any obligation to Participant or any Authorized User.
15. **Confidentiality.** Participant acknowledges that the iPaaS Platform (including all information pertaining thereto) is considered iPaaS Access Provider Confidential Information. The Receiving Party shall use Confidential Information solely for the purposes permitted by this Agreement. Neither this Agreement nor any disclosure of information under it shall convey a license or right to any patent, copyright, trademark or other proprietary right, except for the right to use the information in accordance with this Agreement. The Receiving Party shall not disclose Confidential Information to anyone other than those of its employees, agents, and advisors who have a need to know the Confidential Information in connection with the Business Purpose. Each party warrants that it maintains reasonable safeguards against the unauthorized disclosure of confidential and proprietary information and agrees to protect Confidential Information received from the other party in the same manner and to the same degree that it protects its own confidential and proprietary information. Upon request of a Disclosing Party, the Receiving Party shall, at the option and instruction of the Disclosing Party, promptly return or destroy all Confidential Information in its possession. The obligations in this section

shall survive any termination or expiration of this Agreement in perpetuity, provided that the obligations herein shall cease to apply to Confidential Information that:

- (i) Has become generally available to the public other than as a result of a breach of this Agreement;
- (ii) Has been lawfully disclosed to the Receiving Party by a person that is not subject to a restriction against disclosing it;
- (iii) Is disclosed pursuant to the valid order or request of a court or governmental agency (but only to the extent of such required disclosure); provided that, before making such disclosure, the Receiving Party shall give the Disclosing Party prompt notice and an opportunity to interpose an objection, seek a protective order, or otherwise to take action to protect the Confidential Information;
- (iv) The Receiving Party can demonstrate by documentary evidence that it has independently developed without breach of this Agreement.

16. **Publicity.** Neither party shall (i) advertise, make public statements or publish information concerning this Agreement, the iPaaS Platform, or the parties' relationship, or (ii) use the name or trademark of the other party, without the other party's express written consent. Privacy, Confidentiality and Collection of Personal Information. Participant understands and agree that iPaaS Access Provider may contact Participant via e-mail or other contact information provided in Participant's registration, with information related to Participant's use of the iPaaS Platform or Services. Participant also agree to have Participant's name, Profile name or other identifying information listed in the header of certain communications Participant initiates through the iPaaS Platform.

17. **No Warranty.** Participant and iPaaS Access Provider recognize the experimental nature of the iPaaS Platform and agree that the iPaaS Platform is provided "AS IS" and that iPaaS Access Provider makes no warranties or conditions related to the iPaaS Platform. iPaaS Access Provider assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any communication. iPaaS Access Provider is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion or combination thereof. iPaaS ACCESS PROVIDER DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATED TO ANY PART OF THE iPaaS PLATFORM, ITS USE OR ANY INABILITY TO USE IT, THE RESULTS OF ITS USE AND THIS AGREEMENT. iPaaS ACCESS PROVIDER DOES NOT WARRANT THAT THE iPaaS PLATFORM WILL OPERATE UNINTERRUPTED OR ERROR-FREE. The parties acknowledge that the disclaimer of warranties and conditions herein is also deemed to be made by iPaaS Access Providers Related Parties.

18. **Limitation of Liability.** IN NO EVENT SHALL iPaaS ACCESS PROVIDERS OR iPaaS ACCESS PROVIDERS RELATED PARTIES BE LIABLE FOR ANY ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF ACTUAL OR ANTICIPATED REVENUE, SAVINGS, PROFITS, TIME, OR COST OF CAPITAL, WHETHER OR NOT SUCH PERSON HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE THE iPaaS PLATFORM, NOR SHALL THE AGGREGATE LIABILITY OF iPaaS ACCESS PROVIDERS, AND iPaaS ACCESS PROVIDERS RELATED PARTIES, EXCEED \$1,000.
19. **Claims and Indemnification.** Participant agrees that it shall not make any claims or demands for damages or other relief against any third party, including without limitation, any party to the Funding Agreement, and any departments, agencies, ministries or other entities forming a part of, created by, or belonging to the governments of Canada, Ontario or Quebec, in connection with the activities contemplated by this Agreement. Participant shall indemnify, defend, and hold harmless iPaaS Access Provider and iPaaS Access Providers Related Parties, from and against any and all losses, liabilities, obligations, claims, suits, costs, expenses, damages, or judgments of any kind or nature whatsoever (including reasonable attorneys' fees and other reasonable expenses associated with, and any costs incurred pursuing indemnification claims hereunder), whether actual or threatened, resulting from (i) the negligence or willful misconduct of Participant or its Authorized Users; (ii) a breach of this Agreement by Participant or its Authorized Users; (iii) any content or material uploaded to or distributed through the iPaaS Platform by Participant or its Authorized Users or (iv) use of the iPaaS Platform by Participant or its Authorized Users in violation of any applicable laws.
20. **Copyright.** Participant may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. iPaaS Access Provider may terminate access to the iPaaS Platform for any person who is alleged to or reasonably suspected of infringing another party's copyright or other intellectual property right.
21. **Trademarks.** The trademarks, logos and service marks ("Marks") displayed on the iPaaS Platform are the property of iPaaS Access Provider or its licensors. Users are not permitted to use these Marks without the prior written consent of iPaaS Access Provider or the third party which may own the Mark.
22. **Term and Termination.** The parties may agree to extend the Term of this Agreement by written agreement. Either party may terminate this Agreement for any reason, or for no reason, at any time upon 30 days' written notice. Additionally, this Agreement shall automatically terminate upon any breach of its terms by Participant. Upon termination, (a) Participant will immediately discontinue use of the iPaaS Platform, (b) the limited

license and any rights granted to Participant hereunder will immediately terminate, (c) Participant will return or destroy all Confidential Information as directed by the iPaaS Access Providers, and (d) all rights and obligations hereunder that should by their nature survive will remain in effect.

23. **Miscellaneous.** If the Project is carried out solely within the Province of Quebec this Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec. If the Project is carried out within the Province of Ontario, or at locations in the Province of Ontario and the Province of Quebec, this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision shall be reformed, construed and enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and may only be modified or amended in writing signed by the parties. The waiver or failure of a party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. No waiver shall be effective unless in writing. Neither party may assign or transfer any rights hereunder without the express written consent of the other party. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or similar relationship is established hereby. Neither party has the authority to bind the other or incur any obligation on behalf of the other.

IN WITNESS WHEREOF the Parties have duly executed this Agreement by their authorized representatives.

Ericsson Canada Inc.

I/We have authority to bind the corporation

Mike Sisto
Vice-President, Sales – Eastern Canada &
Montreal Site Leader

Signature: _____

Ciena Canada, Inc.

I/We have authority to bind the corporation

David Elkaim
Vice President, Global Business Management

Signature: _____

Participant Name

Name of Project

I/We have authority to bind the corporation

Signature: _____

Legal Name of Signatory

Title

Date

Email Address

[END]