

**PARTICIPATION AGREEMENT
FOR THE UNITAL PROPOSAL – CANARY ISLANDS SUBPROJECT**

This Agreement is made and entered into between

THE PARTIES:

UNIVERSIDAD CARLOS III DE MADRID, a Spanish University (VAT No.: Q2818029G) having its principal place of business at c/ Madrid 126, 28903 Getafe Madrid, SPAIN, through its NETCOM Research Group from the Telematics Engineering Department, (hereinafter referred to as "UC3M").

TELCARIA IDEAS S.L., an SME incorporated in Spain (VAT No.: B87003125) and having its registered office at Barrionuevo 8, 28911 Leganes, SPAIN, (hereinafter referred to as "Telcaria").

INSTITUTO TECNOLÓGICO Y DE ENERGÍAS RENOVABLES, S.A., a Spanish public research center (VAT No.: A38259115) having its principal place of business at Polígono Industrial de Granadilla s/n, 38600 Granadilla de Abona, Santa Cruz de Tenerife, SPAIN, (hereinafter referred to as "ITER").

UNIVERSIDAD DE LA LAGUNA, a Spanish University (VAT No.: Q3818001D) having its principal place of business at c/ Padre Herrera s/n, Apartado Postal 456, 38200, San Cristóbal de La Laguna, Santa Cruz de Tenerife, SPAIN, (hereinafter referred to as "ULL").

UC3M, Telcaria, ITER and ULL are each hereinafter also referred to as the "Party" and, collectively, as the "Parties" and

BACKGROUND

WHEREAS, the Parties are, or will be, exchanging certain documents, data and information for the purpose of collaboration towards the submission by Telcaria Ideas SL of the proposal UNITAL to a Spanish National Public Procurement call that may be published according to the public statements that have been made by government officials (hereinafter referred to as the "Purpose");

WHEREAS, the UNITAL proposal is intended to consist of the development, deployment, personnel training and system support along the project of an integrated software and hardware system to control computing and communications based on the SDN and NFV principles (hereinafter called the "UNITAL system").

WHEREAS, the required work to complete the UNITAL system is expected to be paid in full by the institution publishing the Spanish National Public Procurement call, and the property of the hardware and an unlimited time license for the software will be transferred free of charge to the Parties that are eligible in the call at the end of the UNITAL project.

FIRMADO POR	FECHA FIRMA
IDCES-36953488D CENDAGORTA-GALARZA LOPEZ MANUEL	30-04-2019 16:18:47
IDCES-22725897B SEDANO RUIZ MARIA FELISA	04-04-2019 15:18:11
05256301L VAQUERO LOPEZ JUAN JOSE - VICERRECTOR DE POLITICA CIENTIFICA	06-05-2019 09:39:56
IDCES-41978458P MARTINON CEJAS ANTONIO	02-05-2019 13:13:39



WHEREAS, the Spanish National Public Procurement call may differ on some aspects from what is currently expected by the Parties, or may not be published at all.

WHEREAS, the Parties will in the work related to the Purpose disclose to each other certain Confidential Information (as defined below).

WHEREAS, the Parties have agreed that disclosure, use of Confidential Information shall be made on the terms and conditions of this Agreement.

WHEREAS, in the course of their meetings and discussions in the framework of the Purpose the Parties may exchange proprietary information of a confidential nature (as defined here below) which they wish to protect and keep strictly confidential; and

WHEREAS, a relevant objective of this Agreement is to provide for the proper safeguarding of such proprietary information during the discussions and for return of such information to the Party that provided it upon the termination of discussions.

NOW, THEREFORE, in consideration of the above the Parties execute this proposal participation agreement (hereinafter defined as "Agreement") the Parties agree as follows.

1.- DEFINITIONS

Wherever used in this Agreement the following terms shall have the meanings set forth below:

"Agreement" means this Proposal Participation Agreement, as it may be amended from time to time pursuant to Article 9.

"Affiliate" means, with respect to any legally recognizable entity, any other such entity Controlling, Controlled by, or under common Control with such entity. "Control" means direct or indirect (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity, or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity shall be deemed an Affiliate only so long as such Control exists.

"Confidential Information" means any and all documents, data and other information disclosed or made available in any form whatsoever (including, but not limited to, disclosure made in writing, orally or in the form of samples, models, computer programs, know how or otherwise) pertaining to the Purpose by the Disclosing Party to the Receiving Party, or of which the Receiving Party has gained knowledge, as a result of this Agreement. For the avoidance of doubt, Confidential Information shall also include any and all documents, data and information that the Receiving Party develops or otherwise produces by aid of information received from the Disclosing Party, including but not limited to, any test results in any form whatsoever.

Confidential Information shall not include any information disclosed by the Disclosing Party to the Receiving Party which a) is on the Effective Date, or thereafter becomes, publicly available otherwise than through an act or negligence of the Receiving Party, b) is demonstrably developed at any time by the Receiving Party without use of Confidential Information or was known by the Receiving Party without restriction before receipt from the Disclosing Party, or c) is legitimately

FIRMADO POR	FECHA FIRMA
IDCES-36953488D CENDAGORTA-GALARZA LOPEZ MANUEL	30-04-2019 16:18:47
IDCES-22725897B SEDANO RUIZ MARIA FELISA	04-04-2019 15:18:11
05256301L VAQUERO LOPEZ JUAN JOSE - VICERRECTOR DE POLITICA CIENTIFICA	06-05-2019 09:39:56
IDCES-41978458P MARTINON CEJAS ANTONIO	02-05-2019 13:13:39



obtained at any time by the Receiving Party from a third party who, to the best of the knowledge and belief of the Receiving Party, has no restrictions in respect of disclosure or use.

"Contemplated Agreement" means any (if any) further legally binding agreement between the Parties or any of them in respect of matters related to the Purpose.

"Disclosing Party" means a Party disclosing or making available Confidential Information to one or any of the other Parties under this Agreement, or from which the Receiving Party has gained knowledge of Confidential Information.

"Effective Date" means the day this Agreement becomes effective in accordance with Subarticle 8.1.

"Purpose" means the purpose defined under heading "Background" above.

"Receiving Party" means a Party receiving, directly or indirectly, Confidential Information from any other Party under this Agreement. For further clearance, the Parties agree that if a Disclosing Party discloses or makes available Confidential Information to a Party (the "*First Receiving Party*") and such Party in its turn discloses or makes available such Confidential Information (in whole, partially or any derivatives thereof) to another Party (the "*Second Receiving Party*"), then the terms and conditions of this Agreement shall govern the relation between the Second Receiving Party and the Disclosing Party as if the Disclosing Party had disclosed or made such Confidential Information available directly to the Second Receiving Party.

2.- NON DISCLOSURE OF CONFIDENTIAL INFORMATION

- 2.1 The Receiving Party shall not, directly or indirectly, disclose Confidential Information to any third party. The Receiving Party shall neither disclose Confidential Information to any other Party, unless the Disclosing Party in advance, for each individual case, has approved such disclosure in writing with or without any additional conditions.
- 2.2 In addition to the undertaking set out in Subarticle 2.1, the Receiving Party shall be liable for (i) any loss, theft or other inadvertent disclosure of Confidential Information, and (ii) any unauthorized disclosure of Confidential Information by Representatives (defined in Subarticle 4.1) to whom the Receiving Party under this Agreement has the right to disclose Confidential Information.
- 2.3 Each Party acknowledges that any breach or threatened breach of any of the terms and conditions of confidentiality set forth in this Agreement may result in substantial, continuing and irreparable injury to the Disclosing Party(ies), as applicable. Therefore, in addition to (and without limiting) any other remedy that may be available, the Parties expressly agree and acknowledge that such Disclosing Party(ies) will be entitled to injunctive relief, specific performance or other equitable relief ordered by any court of appropriate jurisdiction (without having to part a bond) in the event of any breach or threatened breach of the terms and conditions of confidentiality provided herein.

FIRMADO POR	FECHA FIRMA
IDCES-36953488D CENDAGORTA-GALARZA LOPEZ MANUEL	30-04-2019 16:18:47
IDCES-22725897B SEDANO RUIZ MARIA FELISA	04-04-2019 15:18:11
05256301L VAQUERO LOPEZ JUAN JOSE - VICERRECTOR DE POLITICA CIENTIFICA	06-05-2019 09:39:56
IDCES-41978458P MARTINON CEJAS ANTONIO	02-05-2019 13:13:39



- 2.4 Without limiting the rights of Disclosing Parties, a Party breaching the terms and conditions of confidentiality under this Agreement may be required by the other Parties to immediately withdraw from the negotiation of, or participation in, any Contemplated Agreement.

3.- USE OF CONFIDENTIAL INFORMATION

- 3.1 The Receiving Party is entitled to use Confidential Information, but only for the Purpose.

4.- PERMITTED DISCLOSURE OF CONFIDENTIAL INFORMATION

- 4.1 The Receiving Party may disclose Confidential Information only to such directors, employees, agents, consultants and/or to its Affiliates (collectively, "Representatives") having a need to receive such information to carry out work for the Purpose and who have undertaken secrecy obligations towards the Receiving Party, in which event the Representatives shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party hereby warrants that any Representative to which Confidential Information is disclosed will be bound and will abide by the terms of this Agreement.
- 4.2 Further, the Parties acknowledge and agree that the Receiving Party may disclose Confidential Information only to its subcontractors, after, for each individual case, having received the prior written consent of the Disclosing Party. In the event the Disclosing Party gives such consent, the Receiving Party warrants that any of its subcontractors to which Confidential Information is disclosed, will be bound and will abide by a written agreement entered by them which includes terms of confidentiality that are no less stringent than the terms provided in this Agreement.
- 4.3 Notwithstanding Subarticle 2.1, the Receiving Party shall not be prevented to disclose Confidential Information if (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement, or (ii) such disclosure is otherwise required by law; provided that, in either case, the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable effort to protect the Confidential Information in connection with such disclosure.

5.- COPYING AND RETURN OF FURNISHED INSTRUMENTS

- 5.1 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by a Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.
- 5.2 All samples, models, computer programs, drawings, documents and other instruments (if any at all) furnished hereunder (including copies thereof) and containing Confidential Information - as well as all thereto related intellectual property rights - shall remain the unencumbered property of the owner of such rights. The Receiving Party shall immediately stop to use such instruments and copies thereof for any purpose whatsoever, and they shall be promptly returned or destroyed by the Receiving Party, at its own costs, upon the Disclosing

FIRMADO POR	FECHA FIRMA
IDCES-36953488D CENDAGORTA-GALARZA LOPEZ MANUEL	30-04-2019 16:18:47
IDCES-22725897B SEDANO RUIZ MARIA FELISA	04-04-2019 15:18:11
05256301L VAQUERO LOPEZ JUAN JOSE - VICERRECTOR DE POLITICA CIENTIFICA	06-05-2019 09:39:56
IDCES-41978458P MARTINON CEJAS ANTONIO	02-05-2019 13:13:39



Party's request. The Receiving Party shall certify in writing to the Disclosing Party that, to the best of the Receiving Party's knowledge, all such instruments and copies have been returned or destroyed. Notwithstanding the foregoing, the Receiving Party may retain an archival copy of Confidential Information for use in any ongoing or threatened mediation or adjudication of a dispute with a Disclosing Party(ies) pertaining to this Agreement; however, the Receiving Party agrees that any such archived Confidential Information shall be treated in accordance with the terms and conditions of this Agreement for so long as it remains in the Receiving Party's possession.

6.- PROPOSAL SUBMISSION AND ACCEPTANCE OF PROPERTY

- 6.1 Telcaria Ideas SL will submit the UNITAL proposal to the National Public Procurement call following the discussions and conversations subject of the Purpose.
- 6.2 Telcaria Ideas SL may decide not to submit the UNITAL proposal, only if it has communicated this decision in writing to all the other Parties, no later than seven calendar days after the date of publication of the National Procurement call.
- 6.3 The Parties that are eligible under the National Public Procurement call to receive the property of the UNITAL system will commit in writing, in the form required by the call, to accept the said property at the end of the UNITAL project.
- 6.4 A Party may decide not to accept the property of the UNITAL system, only if it has communicated this decision in writing to all the other Parties, no later than seven calendar days after the date of publication of the National Procurement call.

7.- MISCELLANEOUS

- 7.1 All intellectual property and information vested in or associated with any Party's Confidential Information products, equipment, product or other tool or item (including all documents, data and information) used for the Purpose or otherwise supplied or disclosed to any other Party under this Agreement shall at all times remain vested in the owning Party and may not be used for any other purpose than the Purpose. Nothing contained in this Agreement shall be construed as granting or conferring upon a Party, whether express or implied, any right (by license or otherwise) under any proprietary or statutory right of any other Party.
- 7.2 Nothing herein shall be construed as a representation or warranty by any Party that equipment, products, documents, data or information provided, disclosed or used will be free from infringement of any third party intellectual property rights. Further, the Disclosing Party provides Confidential Information solely on an "AS IS" basis and does not represent or warrant its accuracy, completeness, merchantability, or fitness for a particular purpose, and will have no liability arising from any errors in, or omissions from, such Confidential Information. The Disclosing Party shall be under no obligation to update any Confidential Information or to correct any inaccuracies in any Confidential Information.

FIRMADO POR	FECHA FIRMA
IDCES-36953488D CENDAGORTA-GALARZA LOPEZ MANUEL	30-04-2019 16:18:47
IDCES-22725897B SEDANO RUIZ MARIA FELISA	04-04-2019 15:18:11
05256301L VAQUERO LOPEZ JUAN JOSE - VICERRECTOR DE POLITICA CIENTIFICA	06-05-2019 09:39:56
IDCES-41978458P MARTINON CEJAS ANTONIO	02-05-2019 13:13:39



- 7.3 For the avoidance of doubt, this Agreement shall not be construed as creating or implying on the Parties, neither an obligation to disclose Confidential Information to any Party, nor an obligation to enter into any Contemplated Agreement or other agreement or arrangement with any other Party as a result of this Agreement.
- 7.4 No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of any other Party or bind any other Party in any respect whatsoever.
- 7.5 This Agreement shall not impose any obligation on any Party to update, upgrade or otherwise modify its products.
- 7.6 No Party shall be entitled to assign its rights and obligations under this Agreement without the prior written consent of the other Parties.
- 7.7 No Party will advertise or publish any information related to this Agreement, unless the other Parties have given their express written approval of such advertisement or publication prior thereto.
- 7.8 No agency, joint venture, partnership or other business organization shall be created or be construed as being created by reason of this Agreement.
- 7.9 If any provision of this Agreement is held invalid, illegal or unenforceable, then, to the extent permitted by law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 7.10 Failure by a Party in exercising any power or privilege under this Agreement shall not operate as a waiver thereof.
- 7.11 Terms and conditions in relation to remuneration or other compensation between any of the Parties as a result of this Agreement will be agreed separately between the Parties concerned. Otherwise, each Party shall bear its own costs and expenses due to this Agreement.
- 7.12 Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating. Each Party agrees that it shall, in the performance of its obligations under this Agreement, comply with all applicable laws, executive orders, regulations (including without limitation European Union and any other relevant country export administration regulations), ordinances, rules, proclamations, demands and requisitions of national governments or of any state, local or other governmental authority. In addition, each Party acknowledges that information shared under the terms of this Agreement may be subject to the export control laws and regulations of the European Union or other relevant countries, and also may be subject to the export control laws and regulations of the country in which it is disclosed or received, and each Party will abide by such laws and regulations. Each Party covenants that it shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of such information to any destination, entity, or person prohibited by the laws or regulations of the European Union or other relevant country or for any end-use prohibited by the laws or regulations of these countries, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. The Disclosing Party shall notify receiving party in

FIRMADO POR	FECHA FIRMA
IDCES-36953488D CENDAGORTA-GALARZA LOPEZ MANUEL	30-04-2019 16:18:47
IDCES-22725897B SEDANO RUIZ MARIA FELISA	04-04-2019 15:18:11
05256301L VAQUERO LOPEZ JUAN JOSE - VICERRECTOR DE POLITICA CIENTIFICA	06-05-2019 09:39:56
IDCES-41978458P MARTINON CEJAS ANTONIO	02-05-2019 13:13:39

advance of the first disclosure of any technology, technical data, or information which the receiving party will have access to as a result of this Agreement that is subject to particular export control restrictions. In the event of such classification, the Disclosing Party will identify to the receiving party the applicable regulations (e.g., EAR or ITAR) and classifications (e.g., ECCN). Thereupon, the receiving party agrees to indemnify, to the fullest extent permitted by law, the Disclosing Party from and against any fines or penalties that may arise as a result of receiving party's breach of this provision.

8.- TERM AND TERMINATION

- 8.1 This Agreement shall become effective on the day it has been duly signed by all Parties (the "Effective Date"). The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Purpose prior to the Effective Date.
- 8.2 This Agreement shall remain in force for one (1) year from the Effective Date, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement. The obligations of confidentiality contained in this Agreement shall continue for a period of three (3) years, notwithstanding the expiration or termination of this Agreement.

9.- AMENDMENTS

- 9.1 In order to be legally valid, any amendment to this Agreement shall be agreed in writing by all Parties and shall refer to this Agreement.

10.- GOVERNING LAW AND ARBITRATION

- 10.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Spain.

ELECTRONIC SIGNATURES OF THIS DOCUMENT

This Agreement has been signed by the Parties with electronic signature as a single pdf file.

Signed by Universidad Carlos III de Madrid

FIRMADO POR	FECHA FIRMA
IDCES-36953488D CENDAGORTA-GALARZA LOPEZ MANUEL	30-04-2019 16:18:47
IDCES-22725897B SEDANO RUIZ MARIA FELISA	04-04-2019 15:18:11
05256301L VAQUERO LOPEZ JUAN JOSE - VICERRECTOR DE POLITICA CIENTIFICA	06-05-2019 09:39:56
IDCES-41978458P MARTINON CEJAS ANTONIO	02-05-2019 13:13:39

Signed by Telcaria Ideas SL

22725897B MARIA
FELISA SEDANO
(R: B87003125)

Firmado digitalmente por 22725897B MARIA FELISA SEDANO (R: B87003125)
Nombre de reconocimiento (DN): 2.5.4.13=Reg-28065 / HojaM 579435 / Tomo:32196 / Folio:161 / Fecha:23/05/2019 / Inscoposdel:
serialNumber=IDCES-22725897B, givenName=MARIA FELISA, sn=SEDANO RUIZ, cn=22725897B MARIA FELISA SEDANO (R: B87003125), 2.5.4.97=VATES-B87003125, o=TEL CARIA IDEAS SL, c=ES
Fecha: 2019.04.04 15:18:11 +02'00'

Signed by Universidad de La laguna

41978458P ANTONIO
MARTINON (R:
Q3818001D)

Firmado digitalmente por 41978458P ANTONIO MARTINON (R: Q3818001D)
Fecha: 2019.05.02 12:13:39 +01'00'

Signed by Instituto Tecnológico y de Energías Renovables, S.A.

Firmado por 36953488D MANUEL CENDAGORTA-GALARZA (R: A38259115) el día 30/04/2019 con un certificado emitido por AC Representación

UNITAL PARTICIPATION AGREEMENT

Page 8 of 8

FIRMADO POR	FECHA FIRMA
IDCES-36953488D CENDAGORTA-GALARZA LOPEZ MANUEL	30-04-2019 16:18:47
IDCES-22725897B SEDANO RUIZ MARIA FELISA	04-04-2019 15:18:11
05256301L VAQUERO LOPEZ JUAN JOSE - VICERRECTOR DE POLITICA CIENTIFICA	06-05-2019 09:39:56
IDCES-41978458P MARTINON CEJAS ANTONIO	02-05-2019 13:13:39

