

AMAZON WEB SERVICES CLOUD INNOVATION CENTER COLLABORATION AGREEMENT

This Amazon Web Services Cloud Innovation Collaboration Agreement ("**Agreement**") is made by and between Amazon Web Services, Inc. ("**AWS**") and the University of British Columbia ("**University**"). This Agreement sets out the terms on which AWS agrees to support the University's digital transformation initiative(s) ("**Program**"). AWS will not be bound by, and specifically objects to, any terms or conditions that differ from or add to the terms and exhibits of this Agreement. This Agreement is effective as of the date the last party signs (the "**Effective Date**").

1. **Program and Purpose.**
 - (a) **Program.** The Program is a collaborative effort between the parties dedicated to introducing new ways to use technology to help address critical problems and opportunities facing government, education, and non-profit organizations. The goal of this Program is to develop solutions to complex problems facing higher education and government organizations through the application of technology, creating a more "digital" environment in support of higher education and government solutions (referred to as "**Challenges**"). University designates AWS as the primary cloud provider for the Program.
 - (b) **Purpose.** The Program supports the educational mission and related research interests of the University. During the Program, students and faculty members are expected to receive exposure to real world technology challenges in wide ranging areas of concern to the public sector while working in a team-based environment consisting of AWS and University participants.
 - (c) **Commitments of the Parties.** Exhibits A and B are incorporated into this Agreement. University will perform the commitments or provide AWS the benefits described in Exhibit A, and AWS will perform the commitments or provide University with the benefits described in Exhibit B.
2. **Term and Termination.** This Agreement terminates upon the earlier of: (a) five years after the Effective Date; or (b) the parties' performance of their commitments hereunder, unless terminated earlier pursuant to this Section 2 (referred to as the "**Term**"). Either party may terminate this Agreement at any time for convenience by providing the other with 30 days prior written notice, unless prior termination is required to comply with applicable law, or as may otherwise be mutually agreed upon between the parties in writing. Upon termination of this Agreement, neither party will be entitled to any further benefits under this Agreement, except that Sections 2, 4, 5, 6, 7, 9, 10, 12, 13, 14 and the license provisions of Exhibit A ("**References**" and "**Sharing of Challenge Content**") will continue to survive.
3. **Insurance Requirements.** During the Term, each party will obtain and maintain, at its own expense, insurance for the Program that a reasonably prudent party in similar circumstances would have, including Commercial General Liability Insurance with minimum limits of USD \$1,000,000 per occurrence and Crime / Employee Dishonesty insurance with minimum limits of USD \$500,000 per claim. The parties may satisfy the foregoing minimum limits by any combination of primary liability and umbrella excess liability coverage that results in the same protection.
4. **Representations and Warranties.** Each party represents and warrants to the other that it has the full power and authority necessary to enter into this Agreement and to make it a binding and enforceable obligation. University represents and warrants that (a) the Program and University's performance under this Agreement will comply with all applicable laws, rules, and regulations ("**Rules**") and (b) it is entitled to receive any benefits under this Agreement without violating any ethics, gift, or other related Rules.
5. **Use of AWS Marks.** AWS may specify and make available to University trade names, trademarks, service marks, logos, or other commercial symbols of AWS or any of its affiliates (collectively "**AWS Marks**") in connection with the Program, and in so doing AWS grants University a limited, non-exclusive, non-sublicensable, non-transferrable, royalty-free, revocable license to use such AWS Marks solely for the purpose of promoting the Program or as expressly set forth in this Agreement. University will not use any AWS Marks except as set forth in this Agreement. Before using AWS's name or AWS Marks on any materials, University must send such materials to AWS for prior written approval. When using any AWS Marks, University must follow the AWS Trademark Guidelines posted on the AWS website at <http://aws.amazon.com/trademark-guidelines/>, as updated from time to time. AWS reserves all rights to the AWS Marks, its copyrights, patents and other intellectual property rights and, except as expressly described in this section, no rights to AWS Marks or AWS's copyrights, patent, or other intellectual property rights are transferred or licensed pursuant to this Agreement.
6. **AWS Content.** In connection with the Program, AWS may provide to University text, images, web content, audio, video, or other content (excluding software) ("**AWS Content**") through a variety of means. AWS owns and reserves all right, title, and interest in and to the AWS Content. AWS grants University a limited, revocable, non-exclusive, non-sublicensable, non-transferrable, royalty-free license to reproduce and distribute the AWS Content during the Term solely for the purpose of promoting the Program or as expressly set forth in this Agreement. Except as provided in this section, University obtains no rights under this Agreement for AWS Content, including any related intellectual property rights. University agrees that it will not use the AWS Content in any manner or for any purpose other than as expressly permitted by this Agreement. University may not—and may not attempt to: (a) except as permitted in this section, use, reproduce, sell, sublicense, distribute, or



otherwise transfer any AWS Content to any third party; (b) use the AWS Content in any manner that is unlawful or infringes or violates the rights of AWS or any third party; or (c) modify, alter, or otherwise create derivative works of any AWS Content. During and after the Term, University will not assert, nor will it authorize, assist, or encourage any third party to assert, any copyright infringement or other intellectual property infringement claim regarding the AWS Content University has received or used.

7. **Use of University Marks and Materials.** University will make available to AWS and its affiliates the University's name or trademark, service mark, trade name, other proprietary logo or insignia, URL, domain name, or other source or business identifier of University (collectively "**University Marks**") to identify the University as a participant in the Program, and in so doing University grants AWS a limited, non-exclusive, non-sublicensable, non-transferrable, royalty-free, revocable license to use such University Marks in Program and Challenges presentations, websites, flyers, brochures, newsletters, and similar resources in connection with the Program as expressly set forth in this Agreement. Upon University's request, but no more frequently than quarterly, AWS will provide examples to University of AWS's use of University Marks. Except as required by this Agreement, University may elect (but is not obligated) to provide to AWS or its affiliates text, images, web content, audio, video, or other content (excluding software) ("**University Materials**") in connection with the Program, and University grants to AWS and its affiliates a non-exclusive, worldwide, royalty-free license to reproduce, publish, distribute, create derivative works from, and translate, for advertising, merchandising and publicity purposes, all or any part of such University Materials. AWS will not use any University Marks except as set forth in this Agreement. University reserves all rights to University Marks, its copyrights, patents and other intellectual property rights and, except as expressly described in this section, no rights to University Marks or copyrights, patents or other intellectual property rights are transferred or licensed pursuant to this Agreement. AWS may make reasonable non-material changes or alterations (for example, re-sizing) to University Marks or University Materials. As between the parties, University will retain title and ownership in University Marks and intellectual property rights in University Materials. University will ensure it has all rights necessary to grant to AWS and its affiliates the rights described in this Section.
8. **No joint development.** The parties will not jointly develop or jointly create any intellectual property under or in connection with this Agreement, a Program, or a Challenge.
9. **Indemnification.** University will indemnify, hold harmless and defend AWS, its affiliates, and the directors, officers, employees and agents of each, from and against any and all claims, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and costs of litigation, arising out of or related to University's participation in the Program, including without limitation, those related to (a) death of, injury to, or illness of any person in connection with the Program; (b) damage to or loss of any property or any other damage or loss due in whole or in part to the Program; (c) infringement or misappropriation of any patent, trademark, trade name, trade dress, copyright, trade secret, or other proprietary right by items related to the Program (including AWS Content); (d) University's performance of its obligations hereunder and its conduct of the Program; and (e) any dispute between University and a participant in the Program. The foregoing does not apply to the extent any such claims, damages, liabilities, costs or expenses result solely from the gross negligence or willful misconduct of AWS. For the purposes of this Section 9, the term "University" includes students, faculty members, staff, employees, officers, directors, agents and representatives of the University and those persons and entities for whom the University is responsible at law or that are within the control of the University.
10. **Disclaimers; Limitation of Liability.** The AWS Marks, AWS Program Content, and any support, benefits, or other materials that AWS may offer in connection with the Program and under this Agreement (collectively the AWS Materials) are provided "as-is." Except to the extent prohibited by law, AWS and its affiliates make no representations or warranties of any kind, whether express, implied, statutory, or otherwise, with respect to the Program or AWS Materials, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, any warranties that the AWS Materials will be error free or free of harmful components, and any warranties arising out of any course of dealing or usage of trade. NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER AWS NOR ANY OF ITS AFFILIATES WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) UNIVERSITY'S CONDUCT UNDER THE PROGRAM; (B) UNIVERSITY'S USE OF MATERIALS UNDER THE PROGRAM; OR (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY UNIVERSITY IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM, OR UNIVERSITY'S USE OF OR ACCESS TO AWS MATERIALS. IN ANY EVENT, AWS'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED \$1,000,000.
11. **Taxes.** AWS may deduct or withhold any taxes that AWS may be legally obligated to deduct or withhold from any amounts payable to University under this Agreement. Throughout the term of this Agreement, University will provide AWS with any forms, documents, or certifications as may be required for AWS to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.
12. **Miscellaneous.** University will not conduct any activities in connection with the Program or otherwise under this Agreement outside of Canada without AWS's express written permission. If any provision herein is held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision hereof, and the parties will thereafter use reasonable good faith efforts to substitute a provision of similar economic intent and effect. University may not assign this Agreement without the prior written consent of AWS. For any assignment permitted by this Section 12, the parties will execute



such further documents as may be reasonably necessary to effect such assignment. University and AWS are independent contractors and nothing contained herein or done pursuant hereto will be construed to create any relationship of principal and agent, joint venturers, partners, or employer and employee between University and AWS. Except as set forth in Section 9 (Indemnification), this Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement. Neither party will imply any relationship or affiliation between AWS and University except as expressly permitted by this Agreement. Neither party will misrepresent or embellish the relationship between AWS and University (including by expressing or implying that a party supports, sponsors, endorses, or contributes to the other party or the other party's business endeavors). Any notice delivered to a party under this Agreement will be in writing and sent to the recipient by letter or email at the address set forth below. This Agreement, together with the Exhibits hereto, constitutes the complete and final agreement of the parties pertaining to AWS's participation in the Program and supersedes the parties' prior or contemporaneous agreements, understandings and discussions relating thereto. University understands that some Program benefits, such as AWS credits received through the Program, will be subject to separate terms and conditions before the credits can be redeemed and used (see e.g., <https://aws.amazon.com/awscredits/>). Any credits received under this Program may only be used in support of Challenges and may not be used for workloads supporting University administrative tasks, existing workloads, academic computing migrations, or other activities unrelated to Program Challenges. A valid AWS customer account is required to redeem and use any AWS credits under the Program and for use of the AWS services. This Agreement may not be modified except by a written agreement signed by both parties. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

- 13. **Governing Law; Venue.** The laws of the Province of British Columbia, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. Any dispute relating in any way to this Agreement will only be adjudicated in provincial or federal courts located in the Province of British Columbia. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, either party may seek injunctive relief in any state, provincial, federal, or national court of competent jurisdiction for any actual or alleged infringement of such party's, its affiliates' or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 14. **Nondisclosure of Proprietary Information.** The Nondisclosure Agreement between the parties, dated May 16, 2017, ("NDA") is incorporated by reference into this Agreement. Each party shall treat non-public information of the other party received under this Agreement as Confidential Information of the other party in accordance with the NDA. Except to the extent permitted by applicable law or the NDA or specifically authorized by this Agreement, neither party will issue any press release or make any other public communication with respect to this Agreement absent prior written consent by the other party.

ACKNOWLEDGED AND AGREED:

AMAZON WEB SERVICES, INC.
 By: Shannon Lowther
 Name: Shannon Lowther
 Title: Authorized Representative
 Date: July 9, 2019
 Address: 410 Terry Avenue N
Seattle, WA 98109
 Attn: AWS General Counsel
 Email: contracts-legal@amazon.com

UNIVERSITY OF BRITISH COLUMBIA
 By: Hubert Lai
 Name: Hubert Lai, Q.C.
 Title: University Counsel
 Date: July 9, 2019
 Address: _____
 Attn: _____
 Email: _____
 By: Peter Smaltes
 Name: Peter Smaltes
 Title: Vice-President, Finance and Operations
 Date: The University of British Columbia

[Signature Page to the Amazon Web Services Cloud Innovation Center Collaboration Agreement]



Exhibit A
University Commitments

University Commitments: University will perform the following in connection with the Program, unless otherwise mutually agreed in writing by the parties:

1. References.
 - (a) Subject to Section 7 of the Agreement, University grants to AWS a non-exclusive, worldwide, royalty-free right and license to (a) use University's name and logo to identify University as a Program participant on (i) the AWS website (currently at <http://aws.amazon.com>) and any subpages, and (ii) the Public Announcement (as defined below), the Case Study (as defined below); Program and Challenges presentations, flyers, brochures, and newsletters((i) and (ii), collectively, the "Items"); and (b) reproduce, publish, distribute and translate, for purposes of advertising, publicity, all or any part of the Items. The license granted under this section will survive expiration or termination of this Agreement, provided University may, by giving AWS at least 30 days' prior written notice, terminate the license granted under this section at any time following the termination of the Agreement. Upon termination of this license AWS will stop producing any new Items containing University's name or logo.
 - (b) At AWS's request, University will also work with AWS to: (i) prepare a blog post or press release, in each case to be issued by AWS, that describes University's anticipated use case (the "Public Announcement"); (ii) produce a case study (in written or video format) that describes University's use of the services (the "Case Study"); and (iii) share University's experience with the Program. AWS will obtain University's approval (which may be via email) on the final form of the Public Announcement, the Case Study and written communications in relation to AWS sharing University's experience with the Program.
2. Dedicated University Program Manager. University agrees to assign a Program Manager devoted to the success of the Program who will be the primary point of contact for AWS ("Program Manager"). The Program Manager will provide leadership in regards to Challenge governance, including creating procedures to prioritize Challenges and balance workload, helping maximize the Program's impact for University students, faculty and public sector beneficiaries. The Program Manager will provide leadership in establishing the relationships with public sector communities to ensure that end customer input is obtained.
3. Campus Facilities/Institutional Access. University agrees to provide on-campus office space with internet connectivity for AWS staff providing advice and assistance for the Program to meet the objectives under the Program. University also agrees to provide access to appropriate University personnel, documentation relating to their role in the Program, as conference meeting rooms and workplaces, and information technology systems needed to further Program objectives.
4. Sharing of Challenge Content. A primary purpose of the Program is to develop and share Challenge results. All University content created during the Program or under a Challenge and any University-owned content incorporated by the University into the Challenge or Program (collectively Challenge Content) will be provided to AWS by the University under the terms of one of the following open source licenses: the Apache License 2.0, MIT License, MSD License 2.0 (3-Clause), Simplified BSD License (2-clause), or other open source license agreed upon in writing by University and AWS.
5. Program Metrics. On no greater than a monthly basis, upon AWS's request, University will provide AWS with any requested reports of Program-related information ("Program Metrics"), including, for example, Program application statistics, Program attendance figures, marketing/public engagement event attendance figures, web page metrics, social media indexing, consumption rates of AWS credit usage, information regarding workload migrations to the cloud, and other information that AWS deems relevant (in consultation with the University) for the purpose of determining each respective party's performance of commitments under the Program.
6. Annual Peer Conference. University will endeavor to organize an annual peer conference ("Annual Conference"), to which University will invite participants that have worked with the Program or received Program benefits to discuss successes and opportunities for improvements.
7. Program Publications and Whitepaper Contributions. University will endeavor to support and make contributions to AWS's development of whitepapers regarding "best practices" in cloud innovation (or other cloud technology topics) and/or digital transformation in government. All submissions by University in connection with such whitepapers will qualify as University Materials under the Agreement.
8. Student Engagement. University will endeavour to support the Program by facilitating student engagement in the Program and Challenges. This may include offering internships and scholarships and running hackathons.



Exhibit B
AWS Commitments


AWS Commitments: AWS will perform the following in connection with the Program, unless otherwise mutually agreed in writing by the parties:

1. AWS Credits. AWS will provide University with credits for the first three years of the Agreement, up to USD\$3,000,000 in AWS credits over three years, in support of approved Challenges. The AWS credits shall be allocated evenly over three years, i.e. AWS will allocate AWS credits of USD\$1,000,000 per year during the first three years of the Term. AWS may provide additional credits during years four and five of the Agreement. To redeem AWS credits, University will provide a valid and approved AWS account number and request a credit code. AWS credits are subject to the terms and conditions available at <https://aws.amazon.com/awscredits/> and a valid AWS account is required to redeem AWS credits. AWS credits under the Program expire one year from the date of issuance of the credit code.
2. AWS Personnel. AWS will assign three employees to support the Program, to include a Digital Innovation Lead, Program Manager, and Solution Architect.
3. Other AWS Programs. University may be eligible to receive additional benefits under other complimentary AWS programs, including the AWS Educate, AWS Academy, and AWS Big Data programs. Any such benefits would be under separate terms and conditions related to the respective program.



NONDISCLOSURE AGREEMENT

COMPANY: Complete BOX below and FAX to (206) 266-7010 or e-mail to contracts-legal@amazon.com.

Company Name	University of British Columbia	Address	
By (signature)		Vancouver BC V6T 1Z1	
Printed Name	Associate University Counsel	Fax No	n/a
Title	Linda Josh	Email Address:	
Date signed	May 16 2017		
	Managing Assistant Treasurer		

This Nondisclosure Agreement (this "Agreement") is entered into by Company for the benefit of Amazon.com, Inc. and its Affiliates ("Amazon") in connection with Company's provision or acquisition of products, services, or content to or from Amazon. Company may receive information on Amazon's operations and businesses. In consideration of the receipt of such information, the Company agrees as follows:

1. **Confidential Information.** "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with that entity, and "Confidential Information" means all nonpublic information relating to Amazon or disclosed by Amazon or its Affiliates to the above-referenced company, its Affiliates or agents of any of the foregoing (collectively, "Company") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

2. **Exclusions.** Confidential Information excludes information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to Company at the time of its receipt from Amazon, (iii) is disclosed to Company from any third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Company without reference to any Confidential Information.

3. **Use of Confidential Information.** Company may use Confidential Information only in pursuance of its business relationship with Amazon. Except as provided in this Agreement, Company will not disclose Confidential Information to anyone without Amazon's prior written consent. Company will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

4. **Company Personnel.** Company will restrict the possession, knowledge and use of Confidential Information to each of its employees and subcontractors who (i) has a need to know the Confidential Information, and (ii) is legally obligated to protect the Confidential Information to the same or greater degree as required under this Agreement. Company will ensure that its employees, subcontractors and Affiliates comply with this Agreement.

5. **Disclosures to Governmental Entities.** Company may disclose Confidential Information as required to comply with orders of governmental entities with jurisdiction over it, if Company (i) gives Amazon prior written notice sufficient to allow Amazon to seek a protective order or other remedy (except to the extent that Company's compliance would cause it to violate an order of the governmental entity or other legal requirement), (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

6. **Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of Amazon. Amazon's disclosure of Confidential Information will not constitute an express or implied grant to Company of any rights to or under Amazon's patents, copyrights, trade secrets, trademarks or other intellectual property Nondisclosure Agreement (Unilateral)
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rights Company will not use any trade name, trademark, logo or any other proprietary rights of Amazon (or any of its Affiliates) in any manner without prior written authorization of such use by a Vice President of Amazon (or its applicable Affiliate).

7. **Notice of Unauthorized Use.** Company will notify Amazon immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Company will cooperate with Amazon in every reasonable way to help Amazon regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

8. **Return of Confidential Information.** Company will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Amazon's written request.

9. **Injunctive Relief.** Company acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to Amazon as to which monetary damages may be difficult to ascertain or an inadequate remedy. Company agrees that Amazon will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

10. **Scope; Termination.** This Agreement covers Confidential Information received by Company prior and subsequent to the date hereof. This Agreement is effective as of the date Confidential Information is first received and will continue for 3 years, after which it automatically renews unless either party terminates this Agreement by providing at least 90 days prior written notice to the other party, provided, that Company's obligations with respect to Confidential Information will survive for 5 years following termination of this Agreement, and Sections 6, 9, 10, and 11 will survive indefinitely and the confidentiality obligations of this Agreement will continue to apply to the Confidential Information for as long as the information continues to constitute a trade secret or does not otherwise fall within an exclusion described in Section 2.

11. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. Company may not assign this Agreement without Amazon's written consent. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect. This Agreement will be governed by internal laws of the State of Washington, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts in King County, Washington, and each of the parties hereto consents to the personal jurisdiction of, and venue in, those courts. All notices hereunder will be in writing and will be sent by overnight courier, confirmed facsimile transmission certified mail. Notices to Company will be delivered to the address set forth above. Notices to Amazon will be delivered, Attn: General Counsel, to: 410 Terry Avenue North, Seattle, WA 98109-5210; Fax No. 206 266.7010.

