MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into as of the later of the two signature dates below ("Effective Date") by and between:

HUAWEI TECHNOLOGIES CO., LTD., a Chinese company having a registered office at Administration Building Huawei Technologies Co., Ltd. Bantian, Longgang District, Shenzhen, 518129, P. R. CHINA ("Huawei")

And

University of Waterloo, an academic institution having a registered office at 200 University Avenue West, Waterloo, Ontario, Canada N2L 3G1 ("Company") for the purpose of evaluation of Confidential Information provided by Company in connection with potential collaborative research in simplifying existing and developing new programming languages and runtime systems("Authorized Purpose").

A party disclosing Confidential Information and a party receiving Confidential Information are hereafter referred to as "Discloser" and "Recipient" respectively, Discloser and Recipient are each hereinafter also referred to as the "Party" and, collectively, as the "Parties".

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONFIDENTIAL INFORMATION

1.1 "Confidential Information" shall mean all non-public business, financial, technical or other information, including without limitation, specifications, designs, plans, drawings, software, data, prototypes, process techniques.

1.2 The Confidential Information shall be disclosed in written form and marked "CONFIDENTIAL", with the name of Discloser and the date of disclosure. If the Confidential Information is initially disclosed orally, it shall be reduced to written form by Discloser (including the date of the oral disclosure and name of Discloser) and presented or mailed to Recipient within thirty (30) days after the first oral disclosure.

1.3 Except as otherwise indicated in this Agreement, "Discloser" also includes all Affiliates of Discloser and, except as otherwise indicated, "Recipient" also includes all Affiliates of

Recipient. "Affiliate" shall mean entities that control, or are controlled by, or are under common control with a party to this Agreement. For the purposes of this definition, 'control' shall mean direct or indirect ownership of at least fifty percent (50%) of the voting power, capital or other securities of controlled or commonly controlled entity.

2. EXCLUSIONS

2.1 Confidential Information shall not include any information, however designated, that: (i) is already publicly known and available without wrongful act of Recipient; or (ii) is already known to Recipient at the time of disclosure; or (iii) is rightfully received by Recipient from a third party without an obligation of confidentiality; or (iv) is independently developed by Recipient and without the use of any of the Confidential Information; or (v) is approved for release or use by prior written authorization of the Discloser; or (vi) is ascertainable from a commercially available product; or (vii) is not properly designated or confirmed to have the confidential nature according to paragraph 2 in section 1.

2.2 Furthermore, Recipient may disclose Confidential Information in accordance with a judicial or other governmental order without being deemed breach of this Agreement, provided that Recipient either (i) gives the undersigned Discloser representative reasonable notice prior to such disclosure to allow Discloser having a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection under applicable law or regulation. Notwithstanding the foregoing, the receiving Party shall not disclose any computer source code that contains Confidential Information of Discloser in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this paragraph.

3. LIMITATION TO USE

3.1 Recipient agrees to accept Discloser's Confidential Information solely for use in connection with the Authorized Purpose. Recipient should refrain from reverse engineering, decompiling or disassembling Confidential Information and not disclose, publish, distribute or disseminate Confidential Information to anyone other than those of its employees with a need to know in pursuance of the Authorized Purpose. Recipient understands and agrees that it is not allowed to sell, license or otherwise exploit any parts, products, services documents or information that embody in whole or in part any Confidential Information. Recipient agrees to use the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but in no event less than reasonable care, to prevent the unauthorized use, disclosure, publication and dissemination of Confidential Information.

3.2 Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of

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Discloser. Recipient shall notify the undersigned Discloser representative immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient and its employees and consultants, or any third party, and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

3.3 Neither Party shall in any manner make public reference to any third party or publicly disclose or make public reference to the mere fact that the Parties (i) are discussing or intend to initiate discussions on the subject matter hereof or the possibilities to enter into any business or other relationship; or (ii) have or have entered into or are contemplating to enter into or have terminated any business or other relationship.

4. RETURN OF CONFIDENTIAL INFOMATION

Recipient shall, at the Discloser's direction, return or destroy all originals, copies, reproductions and summaries of all Confidential Information received from Discloser and all materials (in any medium) which contain or embody Confidential Information. Recipient may retain one archival copy of such Confidential Information for the sole purpose of establishing the extent of the disclosure of such Confidential Information, provided that such information is not used by Recipient for any other purpose and is subject to the confidentiality requirements set out in this Agreement.

5. NO OBLIGATION

Neither this Agreement nor the disclosure or receipt of Confidential Information shall be construed as creating any obligation of a Party to furnish Confidential Information to the other Party or to enter into any agreement or relationship with the other Party with respect to mutual business.

6. REMEDIES

Both Parties acknowledge that the Confidential Information belonging to Discloser is a unique and valuable asset of such Party. Disclosure in breach of this Agreement may result in irreparable injury to the Discloser for which monetary damages alone will be inadequate remedy. Therefore, the Parties agree that, in the event of a breach or threatened breach of any term of this Agreement, in addition to any other remedies that may be available, in law, in equity or otherwise, Discloser shall be entitled (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Recipient, without the necessity of proving actual damages.

7. NO RIGHTS GRANTED

All Confidential Information is and shall remain the property of Discloser. Nothing in this Agreement shall be construed as granting any expressed or implied rights under any patent, copyright or other intellectual property right of either Party, nor shall this Agreement grant either Party any express or implied rights in or to the other Party's Confidential Information other than the limited right set forth in this Agreement.

8. NO WARRANTY

All Confidential Information is provided "AS IS" without warranty of any kind, and Recipient agrees that neither Discloser nor its suppliers shall be liable for any damages whatsoever arising from or relating to Recipient's use or inability to use such Confidential Information. Neither party will be liable for any special, incidental or consequential damages of any kind whatsoever resulting from the disclosure, use or receipt of the Confidential Information.

9. SEVERANCE

If any of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

10. INDEPENDENT CONTRACTORS

Discloser and Recipient are independent contractors, and nothing contained in this Agreement shall be construed to constitute Discloser and Recipient as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

11. GOVERNING LAW

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York and the parties attorn to the exclusive jurisdiction of the U.S. federal court in New York. The award of the arbitration shall be final and binding upon the Parties.

12. EXPORT CONTROL

The Recipient shall adhere to all applicable export control laws and regulations.

13. AMENDMENT AND WAIVER

Any term of this Agreement can only be amended or modified by an amendment in writing

signed by both Parties. Any amendment or waiver effective in accordance with this section shall be binding upon the Parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and merges all prior discussions between the Parties as to Confidential Information.

15. ASSIGNMENT

Neither Party shall have the right to assign to any third party any or all of its rights and obligations under this Agreement without prior written consent of the other Party.

16. TERM AND TERMINATION

This Agreement shall become effective on the Effective Date and shall remain valid for a period of three (3) years. Notwithstanding the above, the confidentiality obligations set forth herein shall survive any expiration or termination of this Agreement for a period of five (5) years from the date of such expiration or termination.

17. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Delivery of an executed counterpart by facsimile or email shall be effective to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, The Parties hereto have executed this Agreement.

Huawei Technologies Co., Ltd.

Signature:

Name: Huo Dawei
Title: Vice President

Date: 28 July 2014

University of Waterloo

Signature:

Name: Jennifer Ranford
Title: Manager, Research Partnerships

Date: July 30, 2014

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Acknowledgement of Principal Investigator

The Principal Investigator for the University acknowledges the terms and conditions set out in this Agreement and agrees to be bound by the confidentiality obligations contained within it. The Principal Investigator will ensure that any faculty, students or staff dealing with the Confidential Information are aware of the terms of this Agreement and agree to abide by them.

Peter Buhr

Peter Buhr

July 30/2014

Date