

Letter of Understanding (LoU) regarding
cooperation between the
CEPT- Electronic Communications Committee
(ECC)
And
FiRa Consortium

10 March 2023

The parties,

The Electronic Communications Committee ("ECC") of the European Conference of Postal and Telecommunications Administrations (CEPT)

and

FiRa Consortium, Inc. ("FiRa"), a non-profit corporation with its principal office at Beaverton, OR, USA having noted the need to establish a close working relationship to foster cooperation between them.

Recognising that:

the ECC is an organization of governmental bodies and therefore having limited possibilities to enter into agreements with a private association,

FiRa is a global non-profit member-based association with a substantial membership from Europe,

Considering that:

the ECC considers and develops policies on electronic communications activities in a European context and is the organization in Europe responsible for the efficient use of the radio spectrum, satellite orbits and numbering resources,

The FiRa vision is to conceive, and standardize seamless, interoperable applications using Fine Ranging based on Ultra Wideband Technology. Its membership spans the full breadth of the Fine Ranging ecosystem, including technology providers, cellular telephone manufacturers, software eco system enablers, companies driving various end user applications, companies offering testing services and academic and university partners.

The ECC and FiRa have a common interest in ensuring the most efficient use and management of the radio frequency spectrum.

Agree to cooperate as follows:

- 1) The ECC and FiRa agree to exchange information and to seek, to the extent possible, compatible approaches concerning the use of radio frequencies specifically ensuring Ultra Wideband applications can coexist on a non-protection, non-interference basis with other applications using the spectrum on a primary, secondary or another allocation basis.
- 2) The Parties may exchange, as appropriate, free of charge, information on programs and results of work in areas of mutual interest for information, evaluation, and comment.
- 3) Copies of relevant approved documents from either Party may be made available to the other Party. The dissemination by one Party of documents received from the other Party will be limited to the members of the relevant part of the receiving Party and solely for the purpose of the activities relating to the receiving Party's work program. If the disclosing Party indicates it considers information provided as confidential, the receiving Party will likewise treat information as confidential unless the disclosing Party consents to broader disclosure in writing. All sharing of documents and other information under this Agreement shall be on an as-is basis with disclaimer of responsibility to identify and evaluate the validity or scope of any claimed intellectual property rights.

4) All copyright, and other intellectual and industrial rights embodied in documents exchanged between the Parties and any copies thereof, remain with the originating Party and as applicable, its members, and extend to all media in which the information may be embodied. Any reference to these documents shall be submitted to the agreement of the originating Party prior to communicating said documents to other bodies.

5) The ECC Chairman and the Chair of FiRa may meet periodically at their convenience. Others may be invited to participate in these meetings.

6) Participation of a nominated observer, or a substitute, from the FiRa will normally be permitted to attend meetings of the ECC and its subordinate groups when such meetings may include topics of mutual interest to ECC and FiRa.

7) To maintain sufficient alignment of objectives within work areas relevant to the scope of this Agreement, an observer from the ECC will normally be permitted to attend FiRa meetings when such meetings may include topics of mutual interest to ECC and FiRa.

8) Observers shall, to the extent permitted by the relevant Party's organizational rules and statutes, be permitted to participate fully in discussions on relevant work items relevant to the scope of this Agreement and may submit written contributions / proposals but shall not be part of the decision-making process. The Parties will mutually ensure that relevant intellectual property rights are respected, applied, and protected.

9) This Agreement shall come into force effective as of the date of its signature by both parties and have an initial term of three (3) years with automatic one (1) year renewal periods unless otherwise agreed by the Parties. Either Party, upon ninety (90) days' prior written notice to the other Party, may terminate this Agreement at any time during its term for any reason.

10) The practical contacts and decisions for the application of this Agreement will be taken between the ECC Chairman and the FiRa CEO.

Date: 10 March 2023

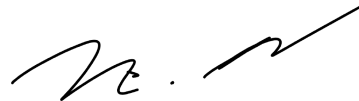
Agreed for ECC by:



Name: Chris Woolford

Title: ECC Chairman

Agreed for by FiRa by:



Name: Charlie Jianzhong Zhang

Title: FiRa Board Chair