MEMORANDUM OF UNDERSTANDING BETWEEN THE
ALLIANCE FOR TELECOMMUNICATIONS INDUSTRY SOLUTIONS
(ATIS) INC. AND 4G AMERICAS

This Memorandum of Understanding (Agreement) is entered into effective as of May 12, 2015, (Effective Date) by and between Alliance for Telecommunications Industry Solutions, Inc. (ATIS) and 4G Americas to establish a collaborative relationship between the parties to facilitate the alignment of common technological and policy efforts in the field of mobile broadband communications.

BACKGROUND

ATIS is a global standards development and technical planning organization that is committed to providing leadership for, and the rapid development and promotion of, worldwide technical and operations standards for information, entertainment and communications technologies using a pragmatic, flexible and open approach. Founded in 1983, ATIS leads global standards development work through its committees, forums, incubators and focus groups.

4G Americas is an industry trade organization composed of leading telecommunications service providers and manufacturers. The organization’s mission is to advocate for and foster the advancement and full capabilities of the 3GPP family of mobile broadband technologies, including LTE-Advanced and beyond to 5G, throughout the ecosystem’s networks, services, applications and wirelessly connected devices in the Americas. 4G Americas is committed to working with government agencies, regulatory bodies, technical standards bodies and other global wireless organizations throughout the Americas region to advocate and educate for the successful deployment of 3GPP technologies, including allocation of appropriate spectrum and consistent, fair and effective regulatory policies.

AGREEMENT

In consideration of the mutual rights and obligations set out herein, the parties agree to share certain information and documents within the defined areas of mutual interest and to cooperate, voluntarily when appropriate, as described in this Agreement hereby agree as follows:

1. **Collaboration – Work Areas.** ATIS and 4G Americas agree to explore collaboration opportunities on wireless industry topics, including:

   - Evolution to 5G/IMT 2020 Networks
   - Wireless Emergency Alerts (WEA)
   - Text to 9-1-1
   - Mobile Device Theft Prevention
   - NFV/SDN
ATIS and 4G Americas will collaborate on, and try to avoid unnecessary duplication in, the development of the aforementioned areas by communicating with each other about work programs and exchanging relevant documents at appropriate times. This Agreement does not restrict the ability of either party to continue its own work.

2. **Contact Persons.** The Contact Persons listed below are the representatives of each party who are responsible for overseeing implementation of this Agreement. Either party may change its Contact Person by giving written notice to the other party.

**For ATIS:**

Steve Barclay  
Director, Global Standards Development  
1200 G Street, NW, Suite 500  
Washington, DC 20005  
**sbarclay@atis.org**

Thomas Goode  
General Counsel  
1200 G Street, NW, Suite 500  
Washington, DC 20005  
**tgoode@atis.org**

**For 4G Americas:**

Chris Pearson  
President  
1750 112th Ave NE  
Suite B220  
Bellevue, WA 98004  
**Chris.pearson@4gamericas.org**

Vicki Livingston  
Head of Communications  
**vicki.livingston@4gamericas.org**

3. **Documents.**

(a) Provided that the receiving party has obtained from the disclosing party the prior written permission from the respective Contact Persons for each specific document with the reference number associated with such document, the parties may exchange, upon request and free of charge, draft and final deliverables ("Documents") related to the work areas described above.

(b) The Documents are only to be made available to the members of ATIS and 4G Americas. ATIS and 4G Americas each agree to take reasonable steps to prevent the distribution of the Documents to third parties or other unauthorized use of the Documents, and also agree to retain any text in the document as provided that describes the limitations on use.

(c) ATIS and 4G Americas undertake to use reasonable commercial efforts to exchange Documents electronically.

(d) Each party agrees to reproduce any warranty disclaimers or limitations of liability which are included in any Documents or other materials made available to it under this Agreement.
(e) With respect to the Documents and other materials that each party provides to the other:

(i) The party disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, patents, patent applications, or other intellectual property rights, and will take no position on the validity or scope of any such rights.

(ii) The party will not make any determination that the assurance of reasonable and non-discriminatory terms for the use of a technology has been fulfilled in practice.

(iii) The party takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in a Document or the extent to which any license under such rights might or might not be available; nor does it represent that it has made any effort to identify any such rights.

(iv) Neither party acquires ownership of any intellectual or industrial property rights under this Agreement or through any disclosure hereunder. No license to any patent, trademark, copyright or other proprietary right is granted in this Agreement or through any disclosure hereunder except where expressly stated.

(f) If a party wishes to use text from the other Party’s Documents, it must submit a request in writing to the other party prior to the use indicating: (1) the text to be used; and (2) the proposed use of the text. Any use must include appropriate citation(s) to the source Document.

4. Cooperation

In addition to the exchange of information and documents as provided in Section 3, each party may identify one, or more, knowledgeable representatives to meet regularly to discuss common priorities and ongoing standardization efforts in respect to mobile broadband wireless industry technologies and services.

5. Term and Termination

This Agreement shall come into force on the Effective Date and shall, subject to termination hereunder, remain in force for a period of three (3) years from the Effective Date. This Agreement may be terminated by either party upon thirty (30) days’ written notice to the other party. It is expressly agreed that all of the provisions sections 3 (Documents), 5 (Term and Termination), 6 (Warranty Disclaimer), 7 (Limitation of Liability), and 8 (General) shall survive the termination or expiration of this Agreement for any reason.
6. **Warranty Disclaimer.**

EACH PARTY PROVIDES ALL DOCUMENTS, INFORMATION, AND OTHER MATERIALS ON AN “AS IS” BASIS AND EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING THERETO, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE AND NONINFRINGEMENT. NEITHER PARTY MAKES ANY REPRESENTATIONS WITH RESPECT TO THE ACCURACY OF ANY INFORMATION OR ANY DOCUMENT AND DISCLAIMS ANY AND ALL WARRANTIES RELATING THERETO.

7. **Limitation of Liability.**

EXCEPT WITH RESPECT TO LIABILITY RESULTING FROM ITS CRIMINAL OR WILFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, THE PARTIES ACKNOWLEDGE THAT ANY RELIANCE UPON THE CONTENTS OF DRAFT DOCUMENTS SHALL BE AT THE SOLE RISK OF THE RECIPIENT THEREOF. THE RECIPIENT DOES HEREBY WAIVE ANY AND ALL CLAIMS OF DETRIMENTAL RELIANCE BASED UPON LATER CHANGES TO DRAFT DOCUMENTS BY THE PROVIDERS THEREOF. NEITHER PARTY SHALL BE LIABLE FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT ARISING FROM THE ACTS OF ITS MEMBERS, INCLUDING THE CRIMINAL OR WILFUL MISCONDUCT OF ITS MEMBERS.

8. **General.**

(a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No change in, modification of or addition to the terms and conditions contained herein will be valid as between the parties unless set forth in a writing which is signed by authorized representatives of both parties and which specifically states that it constitutes an amendment to this Agreement. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of any other term, provision or condition of this Agreement. The parties may enter into supplementary agreements for the implementation of specific work projects and activities within the framework of this Agreement.

(b) Nothing contained herein shall be deemed to obligate either party to incorporate the materials presented by the other party.

(c) It is expressly declared that this Agreement and the relationships between the parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between them. Neither party has the right to act on behalf of or bind the other party in any manner.
(d) Any press releases or other announcements pertaining to this Agreement will be reviewed and approved by both parties prior to release. Both parties retain the right to publicize their own work.

(e) This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York as applied to agreements entered into and fully performed therein by residents thereof. Any dispute relating to this Agreement will first be attempted for resolution by the Contact Persons of both organizations. If unable to resolve the dispute at the Contact Person level within thirty (30) days of formal notice of the dispute sent from the party initiating the dispute to the Contact Persons, the dispute will be then attempted to be resolved by the parties' Chairpersons. If the dispute is not resolved by the parties' Chairpersons within sixty (60) days of formal notice of the dispute sent from the party initiating the dispute to the Chairpersons, it shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and Mediation Procedures. The place of arbitration shall be Seattle, Washington and the State of New York law shall apply.

(f) All notices or other communications permitted or required under this Agreement must be in writing in the English language and must be delivered by personal delivery, or facsimile or e-mail transmission or by commercial express courier service postage prepaid, and shall be deemed given upon personal delivery, or three (3) days after deposit with commercial express courier service, or upon acknowledgement of receipt of facsimile or e-mail transmission, whichever shall first occur. Notices shall be sent to the Contact Persons at the addresses as set forth above or at such other address as either party shall have furnished to the other pursuant to this section.

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**ATIS**

signature: [Signature]

Susan Miller
Print Name

President and CEO
Print Title

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**4G Americas**

signature: [Signature]

Chris Pearson
Print Name

President
Print Title

5-18-15