

LIGHTest – Letter of Intent relating to the continued support of the outcomes of the LIGHTest project after its termination

Undertaken by:

Graz University of Technology, Institute for Applied Information Processing and Communications, Inffeldgasse 16 a, 8010 Graz, hereafter the 'Party',

Herein validly represented by Peter Lipp, in his/her legal capacity as project manager,

Having regard to the following:

- The Party participated as a partner in the LIGHTest project (hereafter 'LIGHTest', a project that has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement No. 700321, to which the Party was a signatory;
- In the opinion of the Party, LIGHTest has successfully produced various project outcomes which have clear market and business potential, and which can be further promoted / developed / exploited beyond LIGHTest's date of termination as set out in accordance with the Grant Agreement;
- Based on this opinion, the Party is willing and intends to provide further support as described in this Letter of Intent to the promotion, development and exploitation of LIGHTest outcomes.

Therefore, the Party declares as follows:

Intent of the Party

- The Party shall make available commercially reasonable resources, in accordance with LIGHTest's market and business potential as assessed by the Party, in order to support the promotion, development and exploitation of LIGHTest outcomes, notably by:
 - o Keeping the LIGHTest services provided by TUG running for an extended time.
 - o Continue to providing the gitlab repository for all LIGHTest source code available.
 - o Providing consulting services around the services developed by TZG.
 - o TUG may also be able to do some limited software development.
 - o Promoting LIGHTest in any standardization activity (national or international like ETSI or CSC).
 - o Continuing with scientific dissemination (workshops etc.).
- The Party shall continue to engage in good faith discussions and interactions with any other LIGHTest partners who have provided a comparable letter of intent, and shall work with them constructively and proactively in order to seek out and identify joint business

opportunities wherever this is necessary and beneficial to the Party to realise LIGHTest's market and business potential.

For the avoidance of doubt, this Letter of Intent is limited to what is stated explicitly herein. This Letter of Intent does not create any legal undertaking, consortium, formal partnership or joint venture, nor does it result in any agency or grant any power of representation to any party. This Letter of Intent does not give rise to any transfers of property rights (including intellectual property rights), nor to any grants of licences or permissions, and it does not replace or affect in any way any legal agreements to which the Party is a signatory. This Letter of Intent does not grant any exclusivity rights and does not constitute an obligation to ensure the involvement of other parties before acting on any business or market opportunity in relation to LIGHTest.

Duration and validity of this Letter of Intent

The Party shall make adequate resources available in order to make good on its intent as described above after the date of termination of LIGHTest, and it shall act in accordance with this Letter of Intent, for a period of time which it deems to be useful in order to conclusively determine LIGHTest's market and business potential to its own satisfaction.

Without formal commitment on this exact duration, the Party's best efforts estimation of this period of time is presently a period of two years after the signing of this Letter of Intent.

This letter of intent is a good faith statement of commitment on the Party, but does not give rise to a binding legal obligation in the absence of further agreements in relation to specific business or market opportunities.

Applicable law and disputes

This Letter of Intent, including its interpretation and legal enforceability, shall be subject to the laws of the country of establishment of the Party, and the competent courts shall be those of the country of establishment of the Part.

Signed on October 29th 2019, in Graz, by Peter Lipp