

TUV SUD BABT TCB
Octagon House,
Segensworth Road,
Fareham,
Hampshire,
PO15 5RL
United Kingdom

Enquiries to: Mr Jack Castle
Associate Commercial Officer

QinetiQ Limited
Cody Technology Park
Ively Road
Farnborough
Hampshire
GU14 0LX
United Kingdom

QinetiQ reference: QINETIQ/CF/COM/LET1900010

Tel: +44 (0) 1684 895412
Email: jacastle@QinetiQ.com

26 February 2019

Dear Sir / Madam,

Subject: Confidentiality Request - FCC ID: 2ARQW10073537

Pursuant to Sections 0.457(d)(1)(ii) and 0.459 of the Federal Communications Commission's Rules, QinetiQ Limited hereby requests permanent confidential treatment of information accompanying this application as outlined below:

- Exhibit 04: Bracer PTT Handset Block Diagram
- Exhibit 05: Schematics for Main and PSU PCBAs (2 files)
- Exhibit 08: Bracer PTT User Manual (Special Condition)
- Exhibit 09: Internal Photos (Special Condition)
- Exhibit 10: Parts List (Bills of Materials)
- Exhibit 12: Operating Description

The above materials contain trade secrets and proprietary information not customarily released to the public. The public disclosure of these matters might be harmful to the Applicant and provide unjustified benefits to its competitors.

With reference to Exhibit 08: Bracer PTT User Manual, I request application of the special condition for Long-Term Confidentiality described in item II.3.b of 726920 D01 Confidentiality Request Procedures v01r02, on the grounds the device is a non-consumer device and that this User Manual is marked "QinetiQ Proprietary – Not For Disclosure To Unauthorized Persons" and intended only for professional users. As such, the User Manual is Proprietary Information and thus subject to the Non-Disclosure Provisions of (A) the Bracer Supply Terms and Conditions and (B) the Bracer End User Licence Agreement, as applied as standard to commercial agreements between the Grantee and all Purchasers (which will apply to all users), provided as an example in the Appendix to this letter.

With reference to Exhibit 09: Internal Photos, I request application of the special condition for Long-Term Confidentiality described in item II.3.a.1 of 726920 D01 Confidentiality Request Procedures v01r02, on the grounds that the circuit boards and other internal components are not accessible to users, as the users are clearly instructed in the User Manual (Exhibit 08) with the following warning: "There are no user serviceable parts within the PTT Handset. Do not attempt to open the handset case." (Limitation of Use f.). Tamper-

evident seals have been designed into the outer case of the PTT Handset. Furthermore, the detail shown in any Internal Photos is considered to be Proprietary Information contained in Deliverables, as per the definition in the Non-Disclosure Provisions in the Appendix to this letter.

The Applicant understands that pursuant to Rule 0.457(d)(1)(ii), disclosure of this Application and all accompanying materials will not be made before the date of the Grant for this Application.

Yours faithfully,



Mr Jack Castle
Associate Commercial Officer
(FCC Grantee Contact)

Bracer – Non-Disclosure Provisions in Commercial Agreements between Grantee and Purchasers

(A) Bracer Supply Terms and Conditions – Example clause excerpts

1 INTERPRETATION

“Deliverables” means (i) the Goods; and (ii) any documents, articles or other materials, and any data or other information which are stated in the Supply Contract to be provided by QinetiQ to the Company and resulting from the performance of the Services, but excluding the Software;

“Proprietary Information” means trade secrets, and all other information of a confidential or proprietary nature including but not limited to any and all technical information, data, drawings, process information and know-how and embracing reports, computer software (whether in object or source code) and designs and any information concerning products, customers, business accounts, financial or contractual arrangements or other dealings, transactions or affairs, reports, recommendations, advice or tests and development plans, and in whatever form whether in writing, given orally or contained in an electronic format, and which is either marked as confidential (or with some similar legend) or otherwise clearly intended to be confidential;

16 COMMERCIAL CONFIDENTIALITY

- 16.1 Without prejudice to the rights of either Party arising elsewhere in the Supply Contract, all Proprietary Information exchanged between the Company and QinetiQ (including that contained in any Company Resources and Deliverables) shall be treated as commercially confidential in accordance with this Clause 16.
- 16.2 Neither Party shall use, disclose or knowingly permit to be disclosed to any person (except those employees, agents or sub-contractors who need to know the information for the purposes of the Supply Contract or to outsourced service providers to a Party who need to know the information for the purpose of providing services to that Party) any Proprietary Information of the other Party without the prior written consent of the other Party and both Parties shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Parties.
- 16.3 The obligations of confidentiality owed by one Party to the other set out in this Clause 16 shall remain in force despite the completion (or earlier determination) of the Supply Contract but shall not apply to information which:
 - 16.3.1 is in or enters the public domain (otherwise than by a breach of the receiving Party's confidentiality obligations under the Supply Contract);
 - 16.3.2 is known without restriction to the receiving Party at the time of disclosure without breach of any obligation of confidentiality;

- 16.3.3 becomes known to the receiving Party without restriction from an independent source having the right to convey it; or
- 16.3.4 is shown to the reasonable satisfaction of the originating Party to have been generated independently by the receiving Party.

16.4 Nothing herein shall prevent the disclosure of information by the receiving Party to the extent required by applicable law or by the regulations of any stock exchange or regulatory authority to which such Party is subject or pursuant to any order of court or other competent authority or tribunal PROVIDED THAT:

- 16.4.1 the receiving Party first gives the other Party, where possible, the opportunity to make and/or manage the necessary disclosure;
- 16.4.2 where the receiving Party is required to make the disclosure itself, the disclosure made is the minimum required (having regard to all possible exemptions from disclosure) and is made under maximum possible constraints of confidentiality; and
- 16.4.3 the other Party is provided with full information on the intended disclosure and is fully consulted.

16.5 This Clause 16 shall not apply to the disclosure of any Proprietary Information contained in any Goods to the extent that such disclosure is reasonably necessary for the exercise by the Company of the right referred to in Clause 7.3.

16.6 The Parties acknowledge that damages would not be an adequate remedy for any breach of this Clause 16 and that (without prejudice to any other rights or remedies that the Parties may be entitled to as a matter of law), both Parties will be entitled to seek the remedies of injunction, specific performance, and other equitable relief to enforce the provisions of this Clause 16 and no proof of special damages shall be necessary for the enforcement of the provisions of this Clause 16.

(B) Bracer End User Licence Agreement (EULA) – Example clause excerpts

The software supplied by QinetiQ under this Agreement (the "Software") in connection with QinetiQ's Bracer™ Push-to To-Talk (PTT) satellite communications handset ("Bracer PTT Handset") together with any printed materials and online or electronic documentation provided with it (the "Documentation") is proprietary to QinetiQ Ltd, registered in England and Wales (No. 3796233) whose registered office is at Cody Technology Park, Ively Road, Farnborough, GU14 0LX, England ("QinetiQ") and/or its licensors.

By opening any package in which the Software is supplied to you, or downloading, installing or using the Software or the Bracer PTT Handset, you signify your, or where you are an employee or officer or representative of a company or other organisation and acting on behalf of your employer or such company or organisation, your employer's or such company or other organisation's acceptance of these terms (the "Terms") and represent that you have read and understood them and, where you are an employee, officer or representative, that you have the right and authority legally to bind your employer or such company or organisation (as the case may be) and that you intend to do so and throughout these Terms the expression "you" shall be construed as referring either to you or to your employer or such company or organisation as the context requires.

IF YOU DO NOT WISH TO ACCEPT THESE TERMS YOU MUST NOT DOWNLOAD, USE, COPY OR INSTALL THE SOFTWARE OR THE DOCUMENTATION OR OTHERWISE MAKE THEM AVAILABLE TO ANY THIRD PARTY OR OPEN ANY PACKAGE IN WHICH THEY ARE SUPPLIED, AND YOU MUST IMMEDIATELY DELETE ALL COPIES OF THE SOFTWARE IN YOUR POSSESSION. IF THE SOFTWARE HAS BEEN SUPPLIED TO YOU (A) ON ANY FORM OF STORAGE MEDIA, RETURN THE MEDIA UNUSED TO THE SELLER; (B) AS PART OF A SYSTEM, RETURN THE BRACER PTT HANDSET TO THE SELLER.

1. LICENCE (Clause 1.5 Excerpt)**1.5 You must not:**

- 1.5.1 transfer or otherwise make available the Software or the Documentation to someone else without our prior written consent;
- 1.5.2 use or copy the Software or the Documentation other than as permitted by this Agreement;
- 1.5.3 modify, adapt, merge, translate, decompile, disassemble, prepare derivative works or reverse engineer the Software or seek or attempt or permit or purport to permit any third party to do so other than and to the extent the same cannot by law be prohibited; or
- 1.5.4 use, sell, assign, rent, sub-lodge, loan, mortgage, charge or otherwise deal in any way with the Bracer PTT Handset, Software or the Documentation other than and to the extent expressly permitted by this Agreement.

1.6 You shall effect and maintain adequate security measures to safeguard the Software and the Documentation from access or use by any unauthorised person. You shall not attempt to circumvent any security measures in the Software.

1.7 You shall take all reasonable steps to protect and maintain as confidential any confidential information contained in or disclosed by the Software or the Documentation including the processes,

techniques and intellectual property contained therein and any confidential information received from QinetiQ in connection with the subject matter of this Agreement.