

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into effect on the date of the last signature, by and between Agência para a Gestão Integrada de Fogos Rurais, IP. (“AGIF”), a Portuguese public institute, and Earth Fire Alliance (“EFA”), a California Nonprofit Public Benefit Corporation in good standing, hereafter referred to as “the Participants”.

Recitals

- A. EFA is a global, community-led, nonprofit coalition committed to delivering transformative real-time data from all wildfires on Earth. EFA is founded as the mechanism to take FireSat from planning to operations.
- B. AGIF is a Portuguese public institute, created in 2018, whose mission is to accelerate the transition to integrated management of rural fires, involving institutions and society, based on a model of territorial governance, around the national goal: “Protect Portugal of serious rural fires”, and being the entity responsible for planning, strategic coordination and evaluation of the Integrated Rural Fire Management System.
- C. FireSat is a global space-based fire detection and characterization system designed specifically for fires, providing consistent, accurate, and comprehensive view of fire activity.
- D. EFA wishes to stand up an Early Adopter program by engaging fire user community members in key geographies and provide access and use of FireSat data products shortly after launch of the initial 3 satellites in 2026.
- E. EFA and AGIF wish to collaborate to integrate FireSat Initial Operational Capability data into current processes and data systems for the Early Adopter program.
- F. The Participants wish to enter an MoU to formalize the intent to collaborate on the FireSat Early Adopter Program.

Therefore, the Participants agree as follows:

1. Purpose

The purpose of this MoU is to establish a good-faith foundation between the Participants for collaborative efforts related to the FireSat Program that are mutually beneficial. The Participants agree to work together in a cooperative manner.

The Participants have a common interest in the transformative fire data from FireSat and enter this MoU in order to share information and expertise. The intent of the collaboration is to support success of the endeavor by engaging practitioners and technologists and to address areas of interest that benefit both Participants.

The terms of this MoU will serve as a general and flexible framework for participation in the Early Adopter Program and additional collaborative activities.

This MoU does not obligate the Participants to provide funds or payment and does not bind Participants to any legal obligations. The scope of the activities under the MoU will be determined mutually by the Participants and will be subject to the budget available at each Participant for the types of collaboration undertaken.

2. *Areas of Cooperation and Collaborative Activities*

To achieve Participants' mutually beneficial outcomes, each Participant intends to support continued development and early adoption of the FireSat data products.

As part of the collaboration and in preparation for the launch of the initial 3 satellites of the FireSat Constellation (*Initial Operational Capability or IOC*),

EFA will:

1. Provide quarterly briefings with updates on significant progress and upcoming development milestones. Information in these briefings will be sufficient such that AGIF can provide feedback and assessment of system value and operations.
2. Make reasonable efforts to provide system details and information sufficient that AGIF will be able to understand and utilize the Initial Operating Capability (IOC) data when available, expected in late 2026.
3. Provide sample or mock data products representative of the anticipated processed FireSat fire data, including: fire detection alerts, fire perimeters, fire radiative power, and fire rate of spread. The intention of providing these products is for Participant assessment and to test integration with / into existing data systems, monitoring tools, and operational procedures.
4. Provide anticipated data standards and embedded metadata for feedback and development and to ensure all necessary information is provided for near real time use of the FireSat IOC data.
5. Maintain all final decision making for the satellite development, including system and measurement requirements, implementation, data architecture, and satellite communications.

AGIF will make reasonable efforts to:

1. Contribute to furthering the operational use of data from FireSat by bringing expertise in bushfire prevention, preparedness, and response.
2. Be a resource in fire intelligence and frontline expertise for the EFA team.
3. Provide access to experts for insights into high value data products, uses of the proposed products, and impact of where and how the data will make a measurable difference in fire operations and management of bushfires.
4. Provide guidance and insights into the development of end-user data integration into existing tools, systems, and processes.
5. Provide information on current:
 - a. observation, detection, response, and management processes
 - b. communication pathways within the agency and field operations, and
 - c. overview of existing fire intelligence systems used
6. Provide feedback on data fidelity and structures using sample or mock data products provided by EFA

Both Participants will:

1. Agree to the usage of logo and name representing AGIF as a participant in the Early Adopter Program and member of Earth Fire Alliance, including in presentations, press releases (with review and approval of both Participants before publication), and on website.
2. Agree to regular virtual meetings along with other Early Adopters wherein EFA will provide updates, key upcoming milestones, and dedicated time in the agenda for discussion amongst the Early Adopter community.

3. Participate occasionally in speaking engagements, fire community events, and state and federal government conversations, in accordance to available Participant budgets.

[Insert specific terms for the MOU based on Agency / Company discussions. Should include 3 sections: both Participants, EFA, Agency]

3. Availability of Personnel and Resources

To further the relationship between the Participants, each Participant agrees to provide resources appropriate to meet the intent of the Areas of Cooperation and Collaborative Activities as outlined in Section 2. All activities undertaken pursuant to this MoU are subject to the availability of funds, personnel and other resources of each Participant.

Any personnel designated by a Participant for the execution of this MoU will work under the orders and responsibility of that Participant.

The Participants may agree to provide additional resources in future agreements.

4. Points of Contact

Each Participant designates the following Points of Contact (“POC”) responsible for coordinating the responsibilities and activities under this MoU and to coordinate with the other Participant.

The POCs designated by each Participant will also serve as the respective contact points for communication and information exchange, as well as any notice required to be submitted under this MoU.

If to AGIF	If to EFA
<p>Arlindo Santos Head of Knowledge and Innovation</p> <p>Agência para a Gestão Integrada de Fogos Rurais, IP. Centro de Operações e Técnicas Florestais 3200-395, Lousã, Portugal</p> <p>Telephone: +351 92 521 02 68 Email: arlindo.santos@agif.pt</p>	<p>Ann Kapusta Community Organizer</p> <p>Earth Fire Alliance 2261 Market Street STE 10453 San Francisco, CA 94114</p> <p>Telephone: 305-394-3497 Email: ann@earthfirealliance.org</p>

The POCs are responsible for meeting annually to review terms and conditions and discuss areas of mutual benefit and concern. Each Participant reserves the right to substitute a different POC at its discretion at any time.

5. Confidentiality

The Participants acknowledge that as a result of this MoU, each Participant may have access to and receive from the other Participant non-public Confidential Information. “Confidential Information” as used in this MOU means any information not generally known to the public and proprietary to the Participant that is disclosing the information. Confidential Information includes any and all technical and non-technical information related to the current, future, and proposed products and services of the Participant, its suppliers and customers, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information.

The Participants agree to maintain the confidentiality of such information and shall not use, disclose, furnish, or make accessible Confidential Information to any person or entity other than authorized employees and agents of the Participants as necessary to carry out the activities in this MOU.

6. General Terms and Conditions

- 6.1 **Term.** The MoU will begin on the Effective Date and continue through December 31, 2026 (the “Initial Term”), or until terminated, whichever occurs first. Thereafter, this MoU may be renewed, upon mutual written agreement of the Participants
- 6.2 **Compliance with Applicable Laws.** The MoU shall be construed consistent with all applicable laws, and activities undertaken in connection with this MOU shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws.
- 6.3 **Changes, Amendments, and Modifications.** This MoU may be modified or altered as necessary with the consent of both Participants. Any modification shall be made in writing and specify the date on which such modification is to become effective.
- 6.4 **Termination.** This MoU is operative once signed by all Participants and will continue unless prematurely terminated by one of the following: 30-days written notice, with or without cause, from one Participant to the other; upon all Participants’ permission; or at the good faith request of any Participant if the other Participant violates the MoU terms. In the event of early termination, the Participants will work together to effect an orderly transition and/or wind-down any collaborative activities in process.
- 6.5 **No Legal Obligations, Rights, or Remedies.** The MoU is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies in any forum whatsoever. Each Participant is free to withdraw from the MoU.
- 6.6 **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this MoU, or the termination or validity thereof, the Participants will first attempt to resolve the matter over a period of at least thirty (30) days before resorting to formal dispute resolution. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Participants.
- 6.7 **Entire Agreement.** The Participants agree this MoU represents the most current agreement between the Participants and supersedes all other written or oral agreements.
- 6.8 **Relationship of Participants.** Each Participant is independent of the other Participant. This MoU does not create a partnership, joint venture, or agency relationship of any kind between the Participants. This MoU does not create any fiduciary or other obligation between the Participants, except for those obligations expressly and specifically set forth in this MoU.
- 6.9 **Other Agreements.** This MoU does not preclude the Participants from establishing similar agreements and/or contracts with other individuals, corporations, agencies, and public or private organizations. The Participants recognize the importance of continuing to cooperate and work with other partners in programs of mutual interest and to be able to, by means of a written document signed by the Participants, invite other partners to participate in the activities implemented under this MoU.
- 6.10 **Assignment.** No Participant may assign or transfer its rights and obligations under this MoU without the prior written consent of the other Participant.

In Witness Whereof, each of Agência para a Gestão Integrada de Fogos Rurais, IP. and Earth Fire Alliance has executed this Memorandum of Understanding, as if the Effective Date, by the signature of its duly authorized officer below.

FOR EARTH FIRE ALLIANCE



BRIAN COLLINS
Executive Director

03/18/2025

**FOR AGÊNCIA PARA A GESTÃO
INTEGRADA DE FOGOS RURAIS, IP.**

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Assinado de forma
digital por MÁRIO
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MONTEIRO
Dados: 2025.03.18
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MÁRIO MONTEIRO
On behalf of the President of the Board
of Directors