

Communication Certification Laboratory, Inc.

AUTHORIZED TESTING LABORATORY (ATL) AGREEMENT

Contact Name

Company Name

Address

City

State

Postal Code

Country

Phone

Fax

Email

SCOPE

Unlicensed Radio Frequency Devices

- A1 – Low power transmitters operating on frequencies below 1 GHz (with the exception of spread spectrum devices), emergency alert systems, unintentional radiators (e.g., personal computers and associated peripherals and TV Interface Devices) and consumer ISM devices subject to certification (e.g., microwave ovens, RF lighting and other consumer ISM devices)
- A2 – Low power transmitters operating on frequencies above 1 GHz, with the exception of spread spectrum devices.
- A3 – Unlicensed Personal Communication System (UPCS) devices.
- A4 – Unlicensed National Information Infrastructure (UNII) devices and low power transmitters using spread spectrum techniques.

Licensed Radio Service Equipment

- B1 – Personal Mobile Radio Services in 47 CFR Parts 22 (cellular), 24, 25, 26, and 27.
- B2 – General Mobile Radio Services in the following 47 CFR Parts 22 (non-cellular), 74, 90, 95, and 97.
- B3 – Maritime and Aviation Radio Services in 47 CFR Parts 80 and 87.
- B4 – Microwave Radio Services in 47 CFR Parts 21, 74, and 101.

Telephone Terminal Equipment (47 CFR Part 68)

- C1 – Telephone terminal equipment in 47 CFR Part 68.

Agreement. The following procedures detail the terms and conditions, under which it is agreed that Communication Certification Laboratory, Inc., referred to as CCL, will accept test data from the above listed company. The company, submitting test data to CCL, shall be referred to as the Authorized Testing Laboratory (ATL). The ATL is not authorized to make any commitments to, or arrangements on behalf of CCL with any person, firm, organization, or

corporation, except as specifically provided in this Agreement or as authorized in writing from CCL.

Purpose. The ATL will provide testing to Federal Communications Commission (FCC) Rules and Regulations for submission to CCL.

Quality System. A Quality Assurance (QA) System and procedures in accordance with ISO/IEC Guide 25 shall be maintained by the ATL in order to retain status as a

CCL Authorized Testing Laboratory. The ATL agrees to take the appropriate corrective action in response to any noted deficiencies to their technical and quality procedures.

Fees. CCL will provide to the ATL a pricing schedule for test reports and applications that are submitted to CCL for certification. The ATL will pay the certification fees prior to the issuance of the certification.

Authorized Testing Laboratory. CCL agrees that the ATL may describe itself as a "CCL Authorized Testing Laboratory" in the product categories specified in the scope of this agreement. Misrepresentation of the extent of the scope of the authorized testing carried out on behalf of certification performed by CCL may lead to termination of the working agreement and other legal action.

Indemnification. The parties agree to indemnify and hold harmless the other party against any and all liability, loss, costs, damages, reasonable legal fees and expenses of whatever kind or nature, and however caused, whether by negligence or otherwise, they sustain or incur by reason or in consequence of any act or omission of the other party in respect of its duties and obligations pursuant to this agreement.

Continuity. The ATL agrees to consult with CCL in case of changes of its key personnel involved in performing services for CCL hereunder and, in the event of such changes, the substitute personnel

selected for the performance of such services shall be adequately trained.

Assignability. This agreement may not be assigned by either party without the written consent of the other party.

Term. The term of this agreement is to extend for a three (3) year period with a right of renewal for further three (3) years upon the agreement of both parties.

Default. In default of observance of any items herein agreed to by one of the parties, either CCL or the ATL, the other party shall bring it to the attention of the party failing to observe the item with a request to rectify it and if the rectification has not been made within 60 days thereafter the other party may terminate this agreement by notification in writing.

Termination. Termination of this Agreement by whatever manner or means and on whatever ground shall not affect any liability of the parties existing at the date of such termination.

Jurisdiction of Venue: It is expressly understood and agreed by the parties that each has entered into this agreement in Salt Lake County, Utah and that it is to be performed in Salt Lake County, Utah, U.S.A. Additionally, it is understood and agreed that any breach of this agreement or other determination in reference to the same shall be brought in either the State or Federal District Court in and for Salt Lake County, State of Utah and that venue lies exclusively in Salt Lake County, State of Utah.

Agreed and accepted,

<i>Date</i>	<i>Date</i>
<i>Company Name</i>	<i>Company Name</i> Communication Certification Laboratory, Inc.
<i>Authorized Signatory (printed)</i>	<i>Authorized Signatory (printed)</i>
<i>Signature of Authorized Signatory</i>	<i>Signature of Authorized Signatory</i>
<i>Title of Authorized Signatory</i>	<i>Title of Authorized Signatory</i>