

Communication Certification Laboratory, Inc.

TELECOMMUNICATION CERTIFICATION BODY AGREEMENT

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|-------------------------|--------------|--------------------|----------------|
| <i>Contact Name</i> | | | |
| <i>Submitter's Name</i> | | | |
| <i>Address</i> | | | |
| <i>City</i> | <i>State</i> | <i>Postal Code</i> | <i>Country</i> |
| <i>Phone</i> | <i>Fax</i> | <i>Email</i> | |

I, the undersigned, a representative of the Submitter and acting for and on behalf of the Submitter ("Submitter") accept the following terms as provided in this Telecommunication Certification Body Agreement. Submitter authorizes Communication Certification Laboratory, Inc. ("CCL") to perform the required certification and testing in compliance with the current Federal Communications Commission (FCC) regulations.

1. *Certificate.* Submitter shall endeavor to ensure that no certificate or report or any part thereof is used in a misleading manner. Equipment shall be represented as certified only if it complies with the FCC regulations and is labeled as required by the FCC. The submitter will use certification only to indicate that products are certified in conformity with the specified FCC regulations.
2. *Advertising:* CCL will permit the use of appropriate references to CCL, in advertising or promotional material solely in connection with the specific products that have been certified by CCL, provided that the reference to CCL in no way tends to create a misleading impression as to the nature of CCL's findings, coverage or service. Submitter will not use its product certification in such a manner as to bring CCL, the certification body, into disrepute and will not make any statement regarding its product certification that CCL may consider misleading or unauthorized.
3. *Compliance:* The equipment, process or service represented, as certified shall comply with all the FCC technical and administrative requirements.
4. *Audits:* CCL may perform audits of submitter's equipment and documentation. Submitter shall make all necessary arrangements for the conduct of the audit and/or evaluation, including provision for examining documentation and access to records (including internal audit reports) and personnel for the purpose of evaluation (e. g. testing, inspection, assessment, surveillance, reassessment) and resolution of complaints.
5. *Samples:* Although CCL attempts to keep the need for samples to a minimum, the Submitter shall furnish without charge such samples of Equipment as may be required from time to time by CCL for examination and testing purposes. Such samples will be returned at Submitter's expense if requested by Submitter. CCL shall not be responsible for the condition of such samples as such samples may be damaged or destroyed during testing.
6. *Confidentiality:* CCL shall not, without Submitter's prior written consent, voluntarily disclose information obtained by CCL in confidence which Submitter advises in writing in advance is proprietary, unless such information is (i) already known to CCL, (ii) otherwise available to the public or (iii) subsequently acquired from other sources, provided, however, that CCL may disclose any information to (i) Submitter, (ii) Federal Communications Commission (FCC), (iii) Government authorities, or (iv) the public so far as may be prudent to warn the public as to safety and/or use of the equipment, in the opinion of CCL.
7. *Testing and Certification:* The rights of CCL under this Agreement do not relieve Submitter of any part of its obligations under this Agreement. Submitter recognizes that the opinions and findings of CCL represent its judgment given with due consideration to the type of certification, the necessary limitations of practical and in accordance with its objects and purposes. Submitter recognizes that many tests specified in the FCC requirements may be inherently hazardous and agrees that CCL neither assumes nor accepts any responsibility for any injury or damage to Submitter's property or personnel that may occur during or as a result of tests, whether performed in whole or in part by Submitter or CCL, and whether or not any device, test equipment, facility or personnel for or in connection with the test is furnished by Submitter or CCL.

8. *Notification to CCL:* Submitter shall notify CCL if Submitter discovers that the Equipment, Process or Service has been or may have been the cause of harm to the telephone network, or the cause of harmful interference, or the cause of personal injury or property damage. In cases where the results of examination by an agency other than CCL were relied upon by CCL for certification of the Equipment, Process or Service, Submitter shall notify CCL if Submitter subsequently discovers said results to be invalid.
9. *Record of Complaints:* Submitter shall keep a record of all complaints made known to the supplier relating to a product's compliance with the requirements of the relevant standard and to make these records available to CCL when requested.
10. *Actions Resulting from Complaints:* Submitter shall take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirement for certification. Submitter shall document actions taken.
11. *Procedure on Termination:* A TCB may revoke a certification grant during the first 30 days after the grant is issued pursuant to all conditions outlined by the FCC requirements. During this period of time, if a grant is revoked, Submitter shall forthwith return to CCL the Certificate and Submitter shall discontinue the use of all advertising matter that contains any reference thereto. After the first 30 days from the grant issue date, only the FCC can revoke the grant and Submitter shall be subject to the FCC specific requirements relating to grant revocation. Termination of this Agreement by whatever means shall not affect any liability of the parties existing as of the date of such termination and shall not relieve Submitter of its obligation to indemnify CCL hereunder.
12. *Indemnity:* Submitter agrees to indemnify and hold harmless CCL, its members, directors, officers and employees against any and all liability, loss, costs, damages, reasonable legal fees and expenses of whatever kind or nature, which is proximately caused by:
- a. any breach by Submitter of the terms of this Agreement, including without limitation any failure to abide by the Requirements,
 - b. any use of the Equipment, Process or Service in any manner that is not consistent with the Requirements,
 - c. any audit of the certified equipment under this Agreement,
 - d. any event that occurs during the testing of the Equipment, and
 - e. any failure to make a material disclosure, or other misrepresentation, whether intentional or unintentional, made by Submitter to CCL, but excluding any such liability, loss, cost, damage, legal fees or expense caused by any gross negligence or willful misconduct of CCL, whether in acting or omitting to act, in granting certification.
13. *Changes of Record:* Submitter shall immediately notify CCL when any change is made in the name or address of Submitter.
14. *Changes to the Certified Equipment:* Submitter shall immediately notify CCL when any change is made to the certified equipment.
15. *Anti-Drug Abuse Statement:* As part of the certification process, Submitter shall take full responsibility with regard to the Anti-Drug Abuse statement, required on FCC Form 730 Application, item 43 and FCC Form 731 Application, section V, item 2(a).
16. *Non-Assignability:* This Agreement, including the license to use the certification certificate, shall not be assigned by the submitter and shall be binding upon and for the benefit of the parties hereto and their respective successors, administrators, heirs, executors and personal representatives.
17. *Term:* This Agreement shall continue in effect for the lifetime of all products covered by this Agreement from the date of this Agreement.
18. *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.

Printed Name of Submitter's Authorized Signatory:

Signature of Submitter's Authorized Signatory:

Title of Submitter's Authorized Signatory:

Date: