**CERTIFICATION AGREEMENT**

In consideration of the mutual covenants in this agreement, UltraTech Engineering Labs will perform testing and certification evaluation services to determine if client’s device(s) are in compliance with the laws, regulations and technical requirements/standards (Product Certification Schemes) of the regulatory authorities under the scope of accreditation of UltraTech Engineering Labs.

# General

Ultratech Engineering Labs retains full discretion to determine if the devices are compliant with the product certification scheme, regulations of the respective countries. In the event that certification is not issued for the aforementioned devices, UltraTech Engineering Labs agrees to advise client in writing of the reasons therefore. This agreement may not be assigned to or acquired by any other person, firm, or corporation without UltraTech Engineering Lab’s written authorization. In this agreement, “Client” and “Applicant” shall have the same meaning.

## Scope of Performance

1.1 The scope of performance is delineated in the Quotation and Invoicing rendered to the client.

1.2 UltraTech Engineering Labs agrees to accept test data from ISO/IEC Guide 17025 accredited test laboratories only and evaluate the devices on the basis of this data.

1.3 If requested, client shall supply UltraTech Engineering Labs, at no charge, with at least one test sample of each device, including the necessary peripherals, connecting cables, accessories or other hardware or software (hereinafter referred to as “support equipment”) required for testing, evaluation, and surveillance audit.

1.4 Client recognizes that device samples, including support equipment, may be damaged or completely destroyed when subjected to UltraTech Engineering Lab’s testing and evaluation process. Client shall hold UltraTech Engineering Labs harmless for any such damage or destruction to its equipment.

1.5 UltraTech Engineering Labs shall evaluate client’s equipment in accordance with its good engineering judgment, with the degree of skill and care associated with applicable, generally accepted industry standards, and in conformance with the applicable product certification scheme and procedures.

1.6 Where an evaluation of an application results in certification, UltraTech Engineering Labs shall certify client’s equipment as compliant with the applicable laws, regulations and/or standards within 10 business days from the date of evaluation is completed.

1.7 Client agrees to participate in the surveillance audit initiated by the UltraTech Engineering Labs as required by ISO/IEC Guide 17065, clause 4.1.2.2 and promptly supply requested sample of certified product including support equipment for testing and assessment.

1.8 In the event of testing for surveillance audit, client may request that UltraTech Engineering Labs return or destroy client’s device sample(s). Client shall bear all costs associated with the return or destruction of such equipment test sample(s) and support equipment.

1.9 The Client agrees (ISO/IEC Guide 17065, Clause 4.1.2.2):

1.9.1 To make claims only in respect of the scope for which certification has been granted.

1.9.2 That it does not use its product certification in such a manner as to bring UltraTech Engineering Labs into disrepute and does not make any statement regarding its product certification which UltraTech Engineering Labs may consider misleading or unauthorized.

1.9.3 That upon revocation or dismissal of certification discontinues its use of all advertising matter that contains any reference thereto and returns any certification documents as required by UltraTech Engineering Labs.

1.9.4 That it uses certification only to indicate that products are certified as being in conformity with specified standards.

1.9.5 To endeavor to ensure that no certificate or report nor any part thereof is used in a misleading manner.

* + 1. Those references to its product certification in communication media, such as documents, brochures or advertising, comply with the requirements of regulatory authority and UltraTech Engineering Labs.
		2. Informs the certification body, without delay, of changes that may affect its ability to conform with the certification requirements.

1.10 The Client agrees (ISO/IEC Guide 17065, Clause 4.1.2.2 j):

1.10.1 To keep a record of all complaints made known to the Client relating to a product’s compliance with the requirements of the relevant standard and to make these records available to the certification body when requested;

1.10.2 To take appropriate action with the respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification;

* + 1. To document the actions taken.
	1. Client shall notify UltraTech Engineering Labs immediately of any modifications made or planned in the design or technical construction of a device or of any planned or implemented changes in client’s approved quality assurance system which may render UltraTech Engineering Lab’s certification inapplicable to a device produced.
	2. UltraTech Engineering Labs will use its good engineering judgment to decide whether modifications require additional testing based on the permissive change policy of the respective product certification scheme. The modified device may continue to be sold under original certification after obtaining an approval or may require new certification .The client also agrees that a new certificate issued for the modified device must reference a model identifier number distinct from the one used in the original certificate.

1.13 Client’s certification is revocable for the following reasons:

1.13.1 UltraTech Engineering Labs is directed to revoke certification by the product certification scheme owner like FCC & IC. For devices certified under the FCC TCB program, this can only be performed with 30 days of the original certification.

1.13.2 FCC may revoke the certificate as mentioned in FCC rules 47CFR, Part 2, Section 2.939.

1.13.3 Client instructs UltraTech Engineering Labs in writing to revoke certification for a device.

1.13.4 Client fails to pay any fees required by this agreement.

1.13.5 Client breaches any of the terms and conditions of the grant and/or this agreement.

### Confidentiality

2.1 UltraTech Engineering Labs shall not disclose to third parties any proprietary technical or financial information marked by Client as confidential without prior written consent, provided that UltraTech Engineering Labs may disclose any information or data, confidential, proprietary or otherwise, to the FCC or IC as required by the law.

2.2 Any documents, reports, drawings, test data, etc., made available to, produced at the request of or by UltraTech Engineering Labs may be copied and retained by UltraTech Engineering Labs if necessary to the performance of this Agreement or in compliance with the applicable product certification scheme. Client retains all title to any intellectual property rights for their Devices, support equipment, and technical documentation including patent, trademark, copyright and trade secret rights.

### Invoicing

 All payments are due in advance of the Certification effort.

### Term of Termination

 This agreement cannot be terminated by either party once certification is issued for the device except it may be revoked as per conditions stated in this agreement.

### Liability

 Client shall hold UltraTech Engineering Labs harmless and defend and indemnify UltraTech Engineering Labs against any loss, expense, liability, or damage, including reasonable attorney’s fees, arising out of any personal injury or damage to property, or other action arising from UltraTech Engineering Lab’s failure to comply with any Canadian or foreign laws or regulations, or which may result from the performance, failure of performance, or operation of any equipment certified by UltraTech Engineering Labs. In no event shall UltraTech Engineering Lab’s liability under this agreement exceed the cost of its billed services to Client.

 **Disputes and Appeals**

 This agreement shall be governed by, construed and enforced in accordance with the laws of the Canada and the State of Ontario, without regard to conflict of law principles. The Parties waive trial by jury, and agree to submit to the personal jurisdiction and venue of a court of competent jurisdiction in the State of Ontario. In the event litigation results from or arises out of this Agreement, the losing party shall reimburse the prevailing party with reasonable attorney’s fees, court costs, and other associated expenses, in addition to any relief to which the prevailing party may be entitled.

 In case of an appeal regarding a certification application, it shall be dealt with the procedure for handling appeal prepared by UltraTech Engineering Labs Inc.

This agreement is made effective as of the signed date of execution below, by and between Ultratech Engineering Labs Inc. and the “client”.

**For the Client:**

 **------------------------------------------------------------------------**

**Company Name**

 **------------------------------------------------------------------- -------------------------**

 **Typed Name Title Date**

**----------------------------------------------**

**Signature**

**For UltraTech Engineering Labs Inc.:**

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 **Typed Name Title Date**

**-----------------------------------------------**

**Signature**