



CERTIFICATION AGREEMENT

In consideration of the mutual covenants in this agreement, UltraTech Engineering Labs Inc. will perform testing and certification evaluation services to determine if Client's device(s); hereinafter referred to as "Devices" 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 Inc.

General

UltraTech Engineering Labs Inc., hereinafter; referred to as the "CB" (Certification Body) 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, CB 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 CB'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. On acceptance of the quoted services, the scope of testing undertaken and the results obtained during the tests are the responsibility of CB. CB shall only rely on these results for evaluation during the application for certification process.
- 1.2 CB 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 Upon CB's request, Client shall supply CB, at no charge, with at least one test sample of each Devices 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 CB's testing and evaluation process. Client shall hold CB harmless for any such damage or destruction to its equipment.
- 1.5 CB 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 administrative, technical review and evaluation of an application results in certification, CB shall certify Client's equipment as compliant with the applicable laws, regulations and/or standards within 10 business days from the date of such CB evaluation is completed.
- 1.7 Client agrees to participate in the surveillance audit initiated by CB 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. Where applicable, a production ready sample with packaging and documentation shall be supplied.
- 1.8 In the event of testing for surveillance audit, client may request that UltraTech Engineering Labs return or destroy Client's Devices. 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 always fulfil the certification requirements, including implementing appropriate changes when they are communicated by CB;
 - 1.9.2 to ensure the certified product continues to fulfil the product requirements;
 - 1.9.3 to make claims only in respect of the scope for which certification has been granted;
 - 1.9.4 to make all necessary arrangements for the conduct of the evaluation and surveillance (if required), including making provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel and Client's subcontractors; investigation of complaints and the participation of observers, if



- applicable;
- 1.9.4 that it does not use its product certification in such a manner as to bring CB into disrepute and does not make any statement regarding its product certification which CB may consider misleading or unauthorized;
 - 1.9.5 that upon suspension, withdrawal, or termination of certification, discontinue its use of all advertising matter that contains any reference thereto and returns any certification documents as required by CB;
 - 1.9.6 that it uses certification only to indicate that products are certified as being in conformity with specified standards;
 - 1.9.7 To endeavor to ensure that no certificate or report nor any part thereof is used in a misleading manner;
 - 1.9.8 Those references to its product certification in communication media, such as documents, brochures or advertising, comply with the requirements of CB or as specified by the certification scheme, regulatory authority;
 - 1.9.9 if copies of the certification documents are provided to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;
 - 1.9.10 that upon a grant of certification, Client ensures that labeling of the certified equipment complies with the mark of conformity requirements as defined by the certification scheme owner;
 - 1.9.11 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 CB 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;
 - 1.10.3 To document the actions taken.
- 1.11 Client shall notify CB 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 CB certification inapplicable to a device produced.
- 1.12 CB 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 CB is directed to revoke certification by the product certification scheme owner such as the FCC & ISED. 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 CB 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 CB shall not disclose to third parties any proprietary technical or financial information marked by Client as confidential without prior written consent, provided that CB 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 CB may be copied and retained by CB 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 Devices except it may be revoked as per conditions stated in this agreement. This agreement remains in effect for the initial 1 year from the date certification is issued and will automatically renew every 12 months or until written notice is provided to CB at which time the decision shall be made.

Liability

Client shall hold CB harmless and defend and indemnify CB 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 CB’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 CB. In no event shall CB’s liability under this agreement exceed the cost of its billed services to Client.

Disputes and Appeals

Complaints and appeals regarding certification decisions shall be settled in accordance with ISO/IEC 17065:2012 guidance.

This agreement shall be governed by, construed and enforced in accordance with the laws of Canada and the Province 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 Province 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.

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

For UltraTech Engineering Labs Inc.:

TRI LUU **V.P. ENGINEERING**

Typed Name **Title**

Signature

For the Client:

Company Name

Typed Name

Title

Date

Signature