



Certification Agreement

COMPLETE EMC/ENVIRONMENTAL TESTING AND CONSULTING

Client: Immedia Semiconductor LLC F/K/A Immedia Semiconductor Inc.

Date: July 26, 2018

100 Burr Road
Suite 100
Andover MA 01810

This **CERTIFICATION AGREEMENT** ("Agreement") is made effective as of 7/26/18, by and between Elite Electronic Engineering, Inc. (ELITE) and Immedia Semiconductor LLC (Client) (collectively referred to as "the Parties").

In consideration of the mutual covenants in this Agreement, ELITE or its subcontractors will perform evaluation for certification, as mutually agreed, to determine if Client's device(s) (hereinafter "Devices") identified in the application and exhibits for certification are in compliance with the laws, regulations and technical standards specified by:

- a) the United States Code of Federal Regulations Title 47
and, or
- b) the Industry Canada Radio Standards Specifications
and, or
- c) CE Mark Specifications to the EMC Directive or Radio Equipment Directive (hereinafter "Certification Regulations") for such Devices, and are thereby eligible for certification by ELITE.

1. General

- 1.1. This Agreement is for the purpose of certification, as mutually agreed, and applies to all certifications for the Devices, which will be performed in accordance with the Certification Regulations. This Agreement is limited to its express terms, specifications and conditions. It supersedes any prior or contemporaneous oral or written communications, memoranda or other understanding made between the Parties, unless otherwise specified herein.
- 1.2. ELITE retains full discretion to determine if the Devices are compliant with the Certification Regulations. In the event that certification is not issued for the aforementioned Devices, ELITE agrees to advise Client in writing of the reasons therefor.
- 1.3. This Agreement may not be assigned to or acquired by any other person, firm, or corporation without ELITE's written authorization.
- 1.4. The Client agrees to apply the certification only to Devices produced to the same specifications as the sample that Elite found to be in compliance with the Certification Requirements with only modifications allowed per Section 3 of this Agreement.
- 1.5. In the event that Elite's scope of accreditation is withdrawn or reduced the product certification may be affected. Elite will analyze and notify the client within 30 days of the accreditation changes.
- 1.6. Elite will not participate in any consulting activities within the certification process.

In the event Client requests consulting on the testing of device(s), Elite can refer client to an independent consultant. Elite can provide Client with a price quotation that includes the independent consultant's fees plus Elite's administration fee. Any and all monies collected by Elite will be used to fund administrative activities within Elite. If Client funds the quotation, Client will work directly with the independent consultant. Neither Client nor the independent consultant is under any obligation to perform any work at Elite with Elite or at any Elite's facilities.

2. Scope of Performance



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- 2.1. The scope of performance between the Parties is set forth in the quotation for proposed services provided by ELITE and accepted by Client. The application and exhibits for certification identifies the Devices for which certification is sought, and CFR 47 and/or the applicable Industry Canada RSS lists the applicable Certification Regulations to which such Devices are to be evaluated for certification. The client shall comply with the certification requirements, including implementing appropriate changes when they are communicated by the certification body. When the certification applies to ongoing production, the certified product continues to fulfil the product requirements
- 2.2. Upon ELITE's reasonable request, Client shall supply ELITE, at no charge, with all technical documentation and materials required for the evaluation of such Devices and Support Equipment (as defined in Section 5.2). Technical documentation and materials include, but are not limited to, any relevant operating instructions, schematics, block diagrams, or photographs. Client shall provide all technical documentation to ELITE in electronic format, i.e. CD-ROM, or e-mail file attachment or as mutually agreed by the Parties. Client shall supply a copy of records (including internal audit reports) and appropriate personnel required for evaluation (e.g. testing, inspection, assessment, surveillance, and reassessment) and investigation/resolution of complaints. Client will give Elite the provisions for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, client's subcontractors during evaluation and / or surveillance and the participation of observers, if applicable.
- 2.3. ELITE may agree to accept test data from any ISO 17025 accredited laboratory and evaluate the Devices on the basis of this data. ELITE may also choose to accept test data from laboratories owned by Client, or other laboratories provided the requirements of ELITE Laboratory Requirements are satisfied.
- 2.4. The Client shall only make claims regarding certification consistent with the scope of certification.
- 2.5. ELITE shall evaluate as mutually agreed, Client's Devices in accordance with its good engineering judgment, and in conformance with the technical standards and procedures specified under the Certification Regulations.
- 2.6. Promptly upon completion of any evaluation, ELITE shall advise Client via a letter or certificate whether the results are favorable, and what, if any, conditions, limitations or qualifications to the requested Certification exist.
- 2.7. ELITE may rescind a grant of certification within 30 days of grant for administrative errors. After that time, a grant can only be revoked by the FCC through the procedures in Para. 2.939 of the Code of Federal Regulations, Title 47, Part 2. ELITE shall notify both the Client and the FCC when a grant is rescinded.
- 2.8. ELITE can withdraw the Industry Canada certification at any time and a request will be made to Industry Canada to remove the equipment from the Radio Equipment List.
- 2.9. ELITE can refuse, restrict, suspend or withdrawal an EU-Type examination certificate in accordance with the requirements of Annex III of the directive.
- 2.10. The Client shall provide, on request, access to A2LA assessment teams to assess the Elite's performance of certification activities at the Client site.
- 2.11. Elite shall inform the client in advance of outsourcing activities, in order to provide the client with an opportunity to object

3. Modifications to Device

- 3.1. Client shall comply with Part 2 of the FCC Certification Requirements and CB-03 of the Requirements for the Certification of Radio Apparatus to Industry Canada's Standards and Specifications regarding modifications made or planned in the design or technical construction of a Device, or of any planned or implemented changes



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in Client's approved quality assurance system which may render ELITE's certification inapplicable to a Device produced.

- 3.1.1. Client shall inform Elite, without delay, about any changes to the Device, manufacturing process or, if relevant, its quality system, which affect the conformity of the Device.
- 3.2. If Client's Device, as modified, does not comply with the Certification Regulations, Client shall immediately endeavor to obtain compliance under the same Certification Regulations and shall, concurrently, remove any reference to the original certification indicating ELITE's approval or certification, from its Device, as modified.
- 3.3. The Client shall act responsibly toward complaints which it receives (from the market, FCC, IC, EU, or Elite) regarding a Device's compliance with requirement of the relevant standard(s). The Client shall keep a record of all complaints made known to the Client and shall make Elite aware of complaints received. Complaints made known to Elite may warrant a review of the grant. Elite may review the grant to determine if further action is required or if the complaint affects compliance. If the device is found non-compliant, then Elite will identify the non-conformity to the Client and the FCC, IC or EU. The Client shall take appropriate action and document the actions taken with respect to such complaint and any deficiencies found in the Device or services that affect compliance with the requirements for certification. The Client shall also document the actions taken to resolve the complaint and/or deficiency. The Client shall make records of complaints and actions available to Elite when requested.

4. Use of Equipment Authorization Certificate

- 4.1. Client shall not use the Equipment Authorization Certificate or refer to ELITE in any manner, in any advertising, promotional, or other material that implies endorsement or approval of any Device by ELITE beyond a determination of compliance with the Certification Regulations. Client shall not use its Device certification in such a manner as to bring ELITE into disrepute and shall not make any statement regarding its certification which ELITE may consider misleading or unauthorized. Client shall only use the certificate to indicate the Devices certified are in conformity with the specified Certification Regulations.
- 4.2. If Client applies the Certificate to Devices that do not comply with the Certification Regulations or otherwise uses the Certificate not in accordance with this Agreement, Client acknowledges that monetary damages alone may not be sufficient to compensate ELITE, and that an injunction may be issued to prevent any such misuse of the Certificate. The granting of any such injunction shall not limit any other remedies available to ELITE. Client shall indemnify and hold ELITE harmless from all liability, costs, and expenses, including reasonable attorney's fees, resulting from a misuse of the Certificate.
- 4.3. Client shall upon suspension or cancellation of certification, discontinue its use of all advertising matter that contains reference to the certification and return any certification documents to ELITE.
- 4.4. If the Certification Regulations for a Device are modified, ELITE shall notify the Client of the date beyond which the Certification may no longer be applied to the Device in the absence of recertification of the Device to the modified Certification Regulations.
- 4.5. The Client shall not use its product certification in such a manner as to bring the ELITE into disrepute and does not make any statement regarding its product certification that the ELITE may consider misleading or unauthorized.
- 4.6. If the Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.



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- 4.7. If the Client is making reference to its product certification in communication media such as documents, brochures or advertising, the Client complies with the requirements of ELITE or as specified by the certification scheme.
- 4.8. The Client shall comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.
- 4.9. If the client incorrectly references to the certification scheme, or misleading use of licenses, certificates, marks, or any other mechanism for indicating a product is certified, found in documentation or other publicity will be dealt with by suitable and appropriate action.

5. Surveillance Procedures

- 5.1. Client understands that ELITE may require pre-certification sampling of the Devices. In addition, ELITE is required by the Certification Regulations to perform surveillance testing on a percentage of Devices certified by ELITE in order to ensure the continued validity of ELITE issued certification.
- 5.2. Upon ELITE's written request, Client shall supply ELITE at no charge at least one sample of each Device, including the necessary peripherals, connecting cables, accessories or other hardware or software (collectively, "support equipment") required for surveillance tests or evaluation. Client understands that they are required to make provisions to have production samples available for at least one year after the last production date.
- 5.3. Client recognizes that Device samples, including Support Equipment, may be damaged or completely destroyed when subjected evaluation or sample testing. Client shall hold ELITE harmless for any such damage or destruction to its Devices or Support Equipment. Client may request that ELITE return or destroy Client's Device sample(s), Support Equipment, and technical documentation. Client shall bear all costs associated with the return or destruction of such equipment test sample(s) and Support Equipment.

6. Performance Times and Deadlines

- 6.1. ELITE shall evaluate as mutually agreed, Client's Devices within ten (10) business days of ELITE's receipt of the relevant completed application, exhibits, forms, samples, Support Equipment, and technical documentation, and shall work diligently until certification is granted or denied, or until Client decides to abandon evaluation of such Devices. Certification times may be dependent upon a timely response by the Client for information requested, and by the United States Federal Communications Commission (FCC) or Industry Canada (IC).
- 6.2. Any performance times and deadlines agreed to by ELITE shall be construed as estimates.

7. Cooperation

- 7.1. Client shall provide at no cost to ELITE, all commercially reasonable cooperation required of it, its agents, or to the extent feasible, third parties. Client shall provide, and update in the event of any changes, Client's address, phone, e-mail, and facsimile numbers to ELITE. ELITE agrees that all such information will be held in confidence.

8. Confidentiality

- 8.1. ELITE shall not disclose to third parties any proprietary technical or financial information designated by Client as confidential or proprietary or with like designation without the prior written consent of Client, provided that ELITE may disclose any information or data, confidential, proprietary or otherwise, to the FCC, IC, NIST or NB Database solely as required by law or otherwise for certification.
- 8.2. FCC Requirements for Posting Client Information- Client understands that information submitted to Elite for certification is required by law to be posted on a FCC website database. This website is accessible by the general public. FCC rules allow some Client information to be excluded from public access. Client shall request to ELITE in writing the specific information requiring confidential protection. Client also understands that the



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FCC specifies the information that may be treated as confidential and may decline the Clients request for confidential treatment.

- 8.3. Canadian Requirements for Posting Client Information- Similarly, all information submitted for Industry Canada certification shall be posted on an IC website. Consequently, client proprietary information will be accessible by the general public. Client shall request to ELITE in writing the specific information requiring confidential protection. Client also understands that Industry Canada specifies the information that may be treated as confidential and may decline the Clients request for confidential treatment.

8.3.1. Industry Canada procedures require an acknowledgment from the Client allowing the certification exhibits to be posted on the Radio Equipment List (REL) on Certification and Engineering Bureau's website. The Client further acknowledges that the Devices shall not be distributed, leased, or offered for sale in Canada prior to its listing on the Industry Canada Radio Equipment List (REL). The Client may verify the status of this listing at the following web address: http://strategis.ic.gc.ca/cgi-bin/sc_mrksv/spectrum/reltelSearch/search.pl?lang=e&db=rel

[Signature] Initial & Date

- 8.4. Elite may release relevant information to NIST, other NBs, Member States, and Market Surveillance Authorities as specified in the directive. Relevant information may include any refusal, restriction, suspension or withdrawal of an EU-type examination certificate, positive and negative conformity assessment results.
- 8.5. Any documents, reports, drawings, test data, etc., made available to, produced at the request of or by ELITE may be copied and retained by ELITE solely if necessary to the performance of this Agreement or for compliance with the applicable Certification Regulations.

9. Invoicing

- 9.1. Invoicing shall be based on flat rates as specified in the ELITE proposal for certification services, and shall be itemized to Client. Client agrees to make payment on each invoice prior to performance by ELITE, or within 30 days of receipt of invoice. ELITE reserves the right to amend or modify the service and/or fees identified in its proposal for certification services during the term of this Agreement.
- 9.2. If Client defaults in any way under Section 9, ELITE may elect to terminate or suspend its services. Client also agrees that ELITE is entitled to reasonable attorney's fees should any action at law or in equity be brought by ELITE to enforce Section 9 or to recover past due accounts.

10. Term and Termination

- 10.1. This Agreement shall remain in force commencing on the latter date of its execution for an initial term of one (1) year, and shall be automatically renewed for a successive one year terms unless affirmatively terminated by either party upon not less than ninety (90) days written notice to the other party prior to the expiration of the then current term.
- 10.2. Notwithstanding Section 10.1 above, this Agreement may be terminated or suspended in whole or in part by ELITE upon not less than thirty (30) days written notice to the Client in the event any of the following conditions occur:
- 10.2.1. Client fails to comply with, or otherwise breaches, any of the provisions stated in this Agreement.
 - 10.2.2. Client becomes insolvent, enters into receivership or otherwise becomes bankrupt.
 - 10.2.3. Client ceases to produce or manufacture the relevant Devices.
 - 10.2.4. Client provides ELITE with false or misleading information, or otherwise deceives ELITE with respect to the Certification Regulations with respect to the relevant Devices to be certified.

11. Liability



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11.1. Client shall hold ELITE harmless and defend and indemnify ELITE 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 Client's failure to comply with any United States or foreign laws or regulations, or which may result from the performance, failure of performance, or operation of any equipment tested or certified by ELITE or produced by Client. In no event shall ELITE's liability under this Agreement exceed the cost of its billed services to Client.

12. Appeals and Disputes

12.1. Appeals to certification decisions shall be settled in accordance with the procedures of ELITE's certification services.

12.2. This Agreement shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Illinois, 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 Illinois, County of DuPage. 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.

13. Survivability

13.1. Termination, expiration or suspension of this Agreement, in whole or in part, shall not relieve either party of its obligations and duties as set forth in Sections 4, 8, 9, 11, and 12, and this Section 13.

WE AGREE WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS AS STATED IN THIS AGREEMENT AND ITS SCHEDULES.

Immedia Semiconductor LLC

By: 
Peter Besen
GM, Blink

July 30, 2018
(Date)

Elite Electronic Engineering, Inc.

By: RICHARD E. KING
Certification Department Supervisor

7/12/2021
(Date)



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Document Revisions

Date	Rev.	Description
12/10/2003	1.2	Added Section 3.1.1
04/16/2004	1.3	Added revision number
07/23/2004	1.4	Added 30 day grace period
11/22/2006	1.5	Added IC requirements. Added Section 4.3, Incorporated Guide 65 8.1.2 into Section 4.0
03/22/2007	1.6	Incorporated Guide 65 sections a, b, and e.
05/05/2008	1.7	Added Section 8.3.1; Removed "and Test" from title
7/22/2010	1.8	Added updated surveillance requirements to Section 5.2
05/20/2011	1.9	Updated Section 3.3 to include requirement for client to record complaints and actions to resolve complaints
08/09/2013	2.0	Updated Section 8.3.1 to include REL listing
1/23/15	3.0	Update to include requirements of 17065
4/30/15	3.1	Made updates to Para 2.2 to comply with 17065
2/22/16	3.2	Added NB references
2/20/17	3.3	Updated Section 8 to include NB requirements
7/7/17	3.4	Updated section 2.1 to include Section 4.1.2.2 b) as a requirement Added section 4.9 to include detail on how Elite exercises control over ownership and use of display for conformity. Added section 1.5 regarding a withdrawn or reduced scope of accreditation Added section 1.6 regarding consultation work