



**American Telecommunications
Certification Body, Inc.**

6731 Whittier Avenue
McLean, VA 22101
Ph: (703) 847-4700 FAX: (703) 847-6888

Certification Agreement Terms and Conditions A1

Revision	Date	Description	Approved
0	12/16/99	Original	
1	3/8/00	Modified in accordance with changes to OP1 Deleted Certification Mark statements	
2	2/9/01	Update for 2001 Review	
3	1/18/02	Update per client comments: added signature; clarified "client" and "applicant"	

CERTIFICATION AGREEMENT TERMS AND CONDITIONS

In consideration of the mutual covenants in this Agreement, AmericanTCB or its subcontractors will perform certification inspection services to determine if Client's device(s) are in compliance with the laws, regulations and technical standards under the Scope of Accreditation of AmericanTCB.

General

ATCB retains full discretion to determine if the Devices are compliant with the Certification Regulations of the Countries. In the event that certification is not issued for the aforementioned Devices, ATCB 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 ATCB's written authorization. In this agreement, "Client" and "Applicant" shall have the same meaning.

1 Scope of Performance

- 1.1 The scope of performance is delineated in the Quotation or Invoicing rendered to the client.
- 1.2 ATCB may agree to accept test data from any ISO/IEC Guide 25 accredited laboratory or FCC-listed Laboratory and evaluate the Devices on the basis of this data. ATCB may also choose to accept test data from ISO Guide 25 accredited laboratories owned by Client.
- 1.3 If requested, Client shall supply ATCB, 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 collectively referred to as "support equipment") required for testing, evaluation, and assessment.
- 1.4 Client shall supply ATCB, at no charge, with all technical documentation and materials required for the testing, evaluation, and/or assessment of such Devices and support equipment.
- 1.5 Client recognizes that Device samples, including support equipment, may be damaged or completely destroyed when subjected to ATCB's testing and evaluation process. Client shall hold ATCB harmless for any such damage or destruction to its equipment.
- 1.6 ATCB shall test, evaluate, and assess Client's equipment in accordance with its good engineering judgment, and in conformance with the applicable technical standards and procedures.
- 1.7 Where testing, evaluation, and assessment results in certification, ATCB shall certify Client's equipment as compliant with the applicable laws, regulations and/or standards within 30 business days from the date testing, evaluation, and assessment is completed. This performance may be dependent upon a timely response by the United States Federal Communications Commission (FCC) or its foreign equivalent.
- 1.8 In the event of product certification, Client may request that ATCB return or destroy Client's Device sample(s), equipment support, and technical documentation. Client shall bear all costs associated with the return or destruction of such equipment test sample(s) and support equipment.
- 1.9 Client shall notify ATCB 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 ATCB's certification inapplicable to a Device produced.
- 1.10 Client's certification is revocable for cause, which includes, but is not limited to, the following:
 - 1.11 ATCB is directed to revoke certification by the FCC or its foreign equivalent.
 - 1.12 Client instructs ATCB in writing to revoke certification for a Device. For devices certified under the FCC TCB program, this can only be performed with 30 days of the original certification.
 - 1.13 Client fails to pay any fees required by this Agreement.
 - 1.14 Client breaches any of the terms, conditions or specifications listed in the Terms and Conditions.

2 Confidentiality

- 2.1 ATCB shall not disclose to third parties any proprietary technical or financial information marked by Client as confidential without prior written consent, provided that ATCB may disclose any information or data, confidential, proprietary or otherwise, to the FCC or equivalent
 - 2.2 Any documents, reports, drawings, test data, etc., made available to, produced at the request of or by ATCB may be copied and retained by ATCB if necessary to the performance of this Agreement or in compliance with the applicable Certification Regulations of the Countries.
- 3 Invoicing
- 4.1 All payments are due in advance of the Certification effort.

5 Term and Termination

- 5.1 This Agreement shall remain in force commencing until either party terminates the agreement in writing.

6 Liability

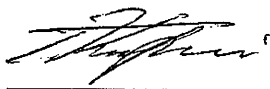
- 6.1 Client shall hold ATCB harmless and defend and indemnify ATCB against any loss, expense, liability, or damage, including reasonable attorney's fees, arising out of any personal injury or damage to property, or other action arising from Client's failure to comply with any United States or foreign laws or regulations, or which may result from the performance, failure of performance, or operation of any equipment tested by ATCB or produced by Client in any facility inspected by ATCB.
- 6.1.1 In no event shall ATCB's liability under this Agreement exceed the cost of its billed services to Client.

7 Disputes and Appeals

- 7.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Virginia, 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 Virginia, County of Fairfax. 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.

For the Client:

Date: 5/30/2003



Tohru Kobayashi
President
OPTEX CO., LTD.