



General Agreement

Company Name: Indala Corporation
Address Line1: 6850 B Santa Teresa Blvd.
Address Line2: San Jose, Ca. 95119
Country: USA

I, the undersigned, a representative of the above named entity, having its registered offices at the above listed address, hereinafter referred to as the "Applicant", acting as an authorized representative of the applicant accept the following terms as provided in this General Agreement.

Applicant authorizes CKC Certification Services, having its registered offices at 4933 Sierra Pines Dr., Mariposa, CA 95338, hereinafter referred to as "CKC CS", to perform the required equipment authorization in compliance with the articles of this agreement and the current regulations set forth by the applicable regulatory governing agency.

In the following document, Section I, General Requirements for All Applications, applies to all applications for certification regardless of the agency, country or economy for which certification is sought. The term "economy" is defined as a country or group of countries acting as an economic block. The subsequent sections identify the unique requirements called out for each agency, country or economy. The signing of this agreement does not obligate the Applicant to apply for certification in all economies listed. Only the receipt of an application will initiate the process for the economy indicated on the application form(s).

Section I: General Requirements for All Applications

This section applies to all applications for equipment authorization as defined under ISO/IEC Guide 65, Sections 8.1.2 and 15, ANSI CA-001 clause 3.2b and CKC CS general requirements.

Article 1: ISO/IEC Guide 65 §8.1.2 Application for Certification

The Applicant agrees

- a) to comply with the relevant provisions of the certificate program;
- b) to make all necessary arrangements for the conduct of the evaluation, including provision for examining documentation and access to all areas, records (including internal audit reports) and personnel for the purpose of evaluation (i.e. testing, inspection, assessment, surveillance, reassessment) and resolution of complaints;
- c) to make claims regarding certification only in respect of the scope for which certification has been granted;
- d) not to use its product certification in such a manner as to bring the certification body into disrepute and not to make any statement regarding its product certification which the certification body may consider misleading or unauthorized;
- e) upon suspension or cancellation of certification, to discontinue its use of all advertising material that contains any reference thereto and return or certifies the destruction of any certification documents as required by the certification body;
- f) to use certification only to indicate that products are certified as being in conformity with specified standards.
- g) to endeavor to ensure that no certificate or report nor any part thereof is used in misleading manner;
- h) that reference to its product certification in communication media such as documents, brochures or advertising, comply with the requirements of the certification body.

Article 2: ANSI-ACP-CA-001 § 3.1.21(b) Applicants

In conjunction with the application, the applicant must provide an agreement (i.e. signing of this General Agreement) that the applicant will comply with the requirements for Accreditation Program accreditation and will provide any information necessary for evaluation or assessment.

Article 3: ISO/IEC Guide 65 §15 Complaints

The Applicant Agrees

- a) to keep a record of all complaints made known to the applicant relating to a product's compliance with requirements of the relevant standard and to make these records available to the certification body when requested;
- b) to take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification;
- c) to document the actions taken.

Article 4: CKC CS General Requirements

- a) ***Compliance:*** The Applicant agrees that the equipment, process or service certified shall comply with all the technical and administrative requirements specified in the requirements called out for the agency, country or economy of certification.
- b) ***Quality:*** The Applicant agrees that the certified products shall be produced to the same specifications as the product reviewed for certification. The Applicant further agrees to correct any deficiencies found in products or services that affect compliance with the relevant certification.
- c) ***Publicity:*** CKC CS will permit the use of appropriate references to CKC CS, in advertising or promotional material solely in connection with the specific products that it has certified, provided that the reference to CKC CS in no way creates a misleading impression as to the nature of CKC CS's findings, coverage or service.
- d) ***Samples and Surveillance Testing:*** In accordance with ISO/IEC Guide 65 §8.12 Application for Certification or where required by the specific agency, country or economy, CKC CS may perform audits of Applicant's equipment and documentation. Although CKC CS attempts to keep the need for samples to a minimum, the Applicant shall furnish upon request and without charge, such samples of Equipment for examination and testing purposes as may be required from time to time by CKC CS. Such samples will be returned at Applicants expense if requested by Applicant. CKC CS shall not be responsible for the condition of such samples as such samples may be damaged or destroyed during testing. The Applicant shall make all necessary arrangements for the conduct of the evaluation and subsequent surveillance activities as necessary. The Applicant agrees to provide products for CKC CS surveillance activities within 14 days of such request.

1. ***Fees for Sampling:*** In addition to the initial equipment authorization fees, any and all fees, including shipping expenses, associated with evaluation and/or Surveillance testing shall be paid by the Applicant to CKC CS. Applicant shall pay a fee to CKC CS associated with the current hourly rate, not to exceed 8 hours for non SAR. If Surveillance testing will include SAR evaluation, all fees associated with SAR evaluation and/or Surveillance testing shall be paid by the Applicant to CKC CS.
- e) ***Testing and Equipment certification:*** The rights of CKC CS under this Agreement do not relieve Applicant of any part of its obligations under this Agreement. Applicant recognizes that the opinions and findings of CKC CS represent its judgment given with due consideration to the type of equipment certification, the necessary practical limitations and its objects and purposes. Applicant recognizes that many tests specified in the requirements may be inherently hazardous and agrees that CKC CS neither assumes nor accepts any responsibility for any injury or damage to Applicants property or personnel that may occur during or as a result of tests, whether performed in whole or in part by Applicant or CKC CS, and whether or not any device, test equipment, facility or personnel for or in connection with the test is furnished by Applicant or CKC CS.
- f) ***Confidentiality:*** CKC CS is responsible for seeing that confidentiality is maintained by its employees concerning all confidential information with which they become acquainted as a result of their contacts with the Applicant. Except as required by regulation or law, information gained by CKC CS in the course of equipment authorization activities about a particular product, shall not be disclosed to a third-party without the written consent of the Applicant. Where the law or regulation requires information to be disclosed to a third-party, the Applicant shall be informed of the information provided as permitted by the applicable regulation or law.
- g) ***Modification of product requirements:*** Applicant shall immediately notify CKC CS when any change is made to the certified equipment.
- h) ***Indemnity:*** Applicant agrees to indemnify and hold harmless CKC CS, 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:
 1. any breach by Applicant of the terms of this Agreement, including without limitation any failure to abide by the requirements,
 2. any use of the Equipment, Process or Service in any manner that is not consistent with the requirements.

- i) ***Appeals/Disputes:*** All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of CKC CS (TCB4 and TCB5). The specified economy is always the final arbiter of any appeals/disputes between CKC CS and the applicant.

j) ***Requirements and Conditions Concerning Agents:***

This clause shall apply to entities who are acting on behalf of another party. For persons or entities signing this instrument on behalf of the applicant, the following conditions apply:

1. Once signed, the agent shall deliver a copy of this agreement to the applicant.
2. The agent shall have power of attorney granted from the applicant on or before the date of signing.
3. A copy of the power of attorney shall be submitted with the application for certification.
4. CKC CS reserves the right to verify the power of attorney with the applicant.
5. Once this instrument is in force, only the applicant or CKC CS may withdraw or cancel the agreement for justified reasons upon due notice given to the other party.
6. Regardless of signatory, the applicant shall hold all final responsibility with regard to this agreement.

Section II: Applications to Federal Communications Commissions (FCC) for Radio Equipment Authorizations (Certifications)

FCC specific requirements beyond those specified in Section I.

Article 1: Confidentiality

The Applicant is hereby notified that for equipment authorization within the US, CKC CS, in accordance with 47CFR 2.962 and/or 47CFR 68.162 (as applicable), is obligated to upload all information and files to the FCC database. All information on the FCC database is public information. Exceptions to this are material that is classified as confidential. 47CFR subpart 0.457 & 0.459 has designated what can be determined as confidential material. If the Applicant desires to have certain information held as confidential, it is the responsibility of the Applicant to so designate this confidential material. The FCC however, retains the right to accept or deny the request for confidentiality.

Article 2: Regulation for Equipment Authorization

The Applicant agrees that the stipulations of Chapter 47 of the Code of Federal Regulations (47CFR) apply to this agreement.

Article 3: Compliance & Certificate

- a) ***Compliance:*** The Applicant agrees that the equipment, process or service certified shall comply with all the Federal Communications Commissions (FCC) technical and administrative requirements specified in 47CFR.
- b) ***Certificate:*** Equipment shall be represented as certified only if it complies with the FCC regulations and is labeled as required by the FCC.

Article 4: Withdrawal/cancellation/suspension of Equipment Authorization/license and use of the Equipment Authorization.

- a) In accordance with 47CFR, within 30 days of initial issuance of the equipment authorization, CKC CS has the right to suspend, cancel, revoke or deny the Equipment authorization. During this period of time, if equipment authorization is revoked, the Applicant shall forthwith return to CKC CS the Certificate and Applicant shall discontinue the use of all advertising matter that contains any reference thereto.
- b) After thirty days the FCC retains the authority to suspend, cancel, deny or revoke the Certificate as specified in 47CFR. After the aforementioned 30 days, the Applicant is subject to all requirements pertaining to the status of the equipment authorization.
- c) Advice of cancellation shall be sent by registered letter (or equivalent means) to the other party, stating the reasons and the date of termination of the agreement. Notice of suspension or withdrawal of the license shall be sent by registered letter (or equivalent means) to the Applicant, stating the reasons and the date of suspension or withdrawal.
- d) If withdrawal / cancellation / or suspension of the license comes into question, the necessary time of notice prior to the withdrawal / cancellation / or suspension will differ due to the situation that causes it.
- e) During any suspension of equipment authorization the Applicant shall make no misleading claims as to the status of equipment authorization. Products that are potentially defective are subject to corrective action, including recall where appropriate.

Section III Applications for Industry of Canada (IC) Radio Equipment Certification

As they pertain to this section, the following definitions apply: The “Department” refers to Industry Canada. The “Bureau” refers to Department’s Certification and Engineering Bureau.

Article 1: Public Information Access

As required by Industry Canada CB-02, Recognition Criteria, and Administrative and Operational Requirements Applicable to Certification Bodies for the Certification of Radio Apparatus to Industry Canada’s Standards and Specifications, Section 6.4 Notification Requirements, the following information will be submitted to Industry Canada and will be posted in the Radio Equipment List (REL) on Industry Canada’s Spectrum Management and Telecommunications Web site. By signing this agreement, the applicant acknowledges that all or part of the following information will be submitted to Industry Canada and hereby authorizes CKC CS to release all or part of the information listed below for each product certified to Industry Canada for posting in the REL. **In addition, the applicant understands that certified equipment shall not be distributed, leased, sold or offered for sale in Canada before the details of the certification have been added to the REL.**

- 1) certification body number;
- 2) certification number including the company number;
- 3) previous certification number, if applicable (i.e. instances where CB changed);
- 4) company name (necessary for the first submission only);
- 5) company contact information (name, mailing address, email, fax and phone) (necessary for the first submission only);
- 6) manufacturer name;
- 7) manufacturer contact information (name, mailing address, email, fax and phone);
- 8) a representative in Canada who is capable of responding to inquiries and who can provide audit sample at no charge to Industry Canada or CKC CS (name, organization, mailing address, email, fax and phone);
- 9) model (name and/or number as it appears on the product);
- 10) specification or standard code and issue number to which the product was certified;
- 11) type of equipment (from the equipment category code list);
- 12) testing laboratory name, address, identification number, OATS filing reference number;
- 13) testing laboratory report number and date;
- 14) a list of accessories with which the equipment was tested;
- 15) a list of operational features;
- 16) frequency range (fixed or from __ to __);
- 17) emission designations (identifying necessary bandwidth(s), type of modulation(s), nature of the signal(s), type of information being transmitted, details about the signal(s) and the nature of multiplexing);
- 18) field strength measured in microvolts per meter at 3 meters if the antenna is integral to the device, or conducted RF power if the antenna is detachable; and
- 19) gain of antenna(s) with which the device was certified.

Article 2: Compliance and Certificate

- a) CB03 §5.1.1 Certification is based on the demonstration of compliance with the applicable standards.
- b) CB03 §5.1.2 Certification is based on the review of a technical brief for a unit representative of the final production model.
- c) CB03 §5.1.3 Notwithstanding that a type of radio equipment has been certified, the Department may require corrective action when such equipment causes interference within the meaning of the Radiocommunication Act.
- d) CB03 §7.1 Certified equipment shall not be distributed, leased, sold, offered for sale in Canada before the details of its certification have been added to the REL.
- e) CB03 §9.1 Modifications to certified radio apparatus may require re-certification of the equipment. The applicant shall consult a CB when certified equipment has been modified to confirm the validity of its certification.
- f) CB03 §10.1 Certificate holders shall ensure that all production units of certified equipment by a CB continue to meet the applicable procedural and technical requirements. The CB and the Bureau will conduct post-certification audits in order to ensure continuing compliance.
- g) CB03 §10.2 The adherence of subsequent production units to the technical quality and characteristics under which certification was originally issued is implicit. To this end, periodic testing shall be carried out by certificate holders to ensure continuing compliance with the technical standards.
- h) CB03 §10.3 The Department may request, from certificate holders, random radio apparatus samples at their expense for post-certification audit testing or as a result of radio interference complaints. If the samples fail the tests, certificate holders will be required to take corrective action.

Article 3: Withdrawal/cancellation/suspension of Equipment Authorization/license and use of the Equipment Authorization.

- a) CB03 §11.1 Where, as a result of post-certification audit or other information obtained by the CB or by the Department, a certified device fails to meet this procedure or the applicable technical requirements, or where there is reasonable evidence that a certified device is creating electromagnetic interference or not operating in accordance with the parameters described on the Certificate, the CB will

inform the Department and the certificate holder will be required to take remedial action.

- b) CB03 §11.2 If the certificate holder does not take remedial action, the certification will be withdrawn by the CB, and the Department will remove the equipment from the Radio Equipment List. The Department will also require that all of the offending equipment be removed from service and no longer be made available for sale or distribution in Canada.

Section IV: Applications for Info-Communications Development Authority of Singapore (iDA Singapore) Radio Equipment Certifications

Article 1: General Compliance:

The Supplier is the responsible party in Singapore. As required by IDA Approval Guide, it is the responsibility of the Applicant to ensure compliance to all the following IDA regulations and specifically the following:

- a) §3.2 Dealers must ensure that all equipment, whether mains or battery powered, must be of a design that is compliant with Singapore Standards (SS), International Electrotechnical Commission (IEC) or other safety standards (including radiation safety) specified in the appropriate Type approval Specification e.g. IEC 60950, SS337 and ICNIRP Recommendations for limiting exposures to time-varying EMFs in the frequency range up to 300 GHz.
- b) §3.3 Dealers must ensure that they comply with the requirements in the IEC 60950: 1999 that apply to the equipment (according to the class of equipment, type of TNV circuit and types of components used).
- c) §10 Suppliers and dealers must before selling the equipment, ensure that the equipment meets the standards and specifications set by IDA and interworks correctly with the public telecommunications network. It is the responsibility of the Applicant to ensure that all labeling requirements in this section are followed.
- d) §11 In accordance with the relevant license conditions, dealers shall ensure that every advertisement, pamphlet or brochure relating to any telecommunication equipment which they sell or offer for sale contains such information as IDA may specify. In this regard, the registration number issued with the equipment registration shall be indicated.

Article 2: Compliance and Certificate

- a) Approval Guide §2.2 Radio-communication equipment must be registered with IDA before it can be sold for use in radio-communication.
- b) Approval Guide §9.1[adaptation] Applicants shall inform IDA and or CKC CS of any proposed modification to certified equipment. Modifications to previously certified equipment may require re-certification.
- c) MRA Recognition Scheme § 9.7 Certificates issued by CKC CS are valid for a period of five (5) years from the date of issue. It is the responsibility of the applicant to apply for renewal of equipment certification prior to the termination date of the certificate.

- d) Certification may be renewed for additional five (5) year period(s). Applications for renewal of certification must be received before a date ten (10) business days prior to the termination date of the certificate. Applications received within the ten day window may not receive a renewal certificate.

Article 3: Withdrawal/cancellation/suspension of Equipment Authorization/license and use of the Equipment Authorization.

- a) Where, as a result of post-certification audit or other information obtained by CKC CS or iDA Singapore, a certified device fails to meet the procedures specified for the type of device being certified or the applicable technical requirements, or where there is reasonable evidence that a certified device is creating electromagnetic interference or not operating in accordance with the parameters described on the Certificate, CKC CS will inform the National Institute of Standards and Technology (NIST), who is the controlling body over the Mutual Recognition Agreement (MRA) between the US and Singapore, and the certificate holder will be required to take remedial action.
- b) If the certificate holder does not take remedial action, the certificate will be withdrawn by and the applicant will be notified of the action.

Section V: Agreement Authorization

Article 1: Agreement period

This agreement comes into force on _____ (dd/mm/yy) and remains in force unless withdrawn for justified reasons or cancelled by either party upon due notice given to the other party.

Article 2: Authorizations

Issued in duplicate and signed by authorized representatives of CKC CS and the applicant

For CKC CS:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

For Applicant:

Signature: Stephen J. Rose
Printed Name: STEPHEN J. ROSE
Title: ENGINEERING MANAGER
Date: 5/25/05

If an Agent is signing in behalf of the Applicant:

Signature: _____
Printed Name: _____
Title: _____
Date: _____