

General Agreement

I, the undersigned, a representative of Digital Path Networks, Inc , having its registered offices at (address) 275 Airpark Blvd Ste 500 Chico, Ca 95973 , hereinafter referred to as the "Applicant", acting for and on behalf 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 certification in compliance with the articles of this agreement and the current Federal Communications Commission (FCC) regulations.

Article 1: Regulation for certification and inspection

The Applicant agrees that the stipulations of Chapter 47 of the Code of Federal Regulations (CFR47) apply to this agreement.

Article 2: Rights and obligations

- 2.1 *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 Chapter 47 of the Code of Federal Regulations (CFR47).
- 2.2 *Certificate.* Applicant shall endeavor to ensure that no certificate or report or any part thereof is used in a misleading manner. Equipment shall be represented as certified only if it complies with the FCC regulations and is labeled as required by the FCC. The Applicant shall use certification only to indicate that products are certified in conformity with the specified FCC regulations.
- 2.3 *Quality.* The Applicant agrees that the certified products shall be produced to the same specifications. The Applicant further agrees to correct any deficiencies found in products or services that affect compliance with the relevant certification.
- 2.4 *Audits.* CKC CS may perform audits of Applicants equipment and documentation. Applicant shall make all necessary arrangements for the conduct of the audit and/or evaluation, including provision for examining documentation and access to records (including internal audit reports) and personnel for the purpose of evaluation (e. g. testing, inspection, assessment, surveillance, reassessment) and resolution of complaints.
- 2.5 *Samples.* Although CKC CS attempts to keep the need for samples to a minimum, the Applicant shall furnish, without charge, such samples of Equipment for examination and testing purposes as may be required from time to time by CK CS. Such samples will be returned at Applicants expense if requested by Applicant. CK 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. In accordance with CFR 47, the Applicant agrees to provide products for CKC CS surveillance activities within 14 days of such request. Fees involved for evaluation and/or surveillance samples shall follow Article 3 of this agreement.

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- 2.6 *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 tends to create a misleading impression as to the nature of CKC CS's findings, coverage or service. Applicant will not use its product certification in such a manner as to bring CKC CS, the certification body, into disrepute and will not make any statement regarding its product certification that CKC CS may consider misleading or unauthorized.
- 2.7 *Testing and 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 certification, the necessary practical limitations and in accordance with its objects and purposes. Applicant recognizes that many tests specified in the FCC 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.
- 2.8 *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 certification 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~~. (NOTE) The Applicant is hereby notified that for certification 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. 47 CFR subpart 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.
- 2.9 *Complaints.* Applicant shall keep a record of all complaints made known to the supplier relating to a product's compliance with the requirements of the relevant standard and to make these records available to CKC CS when requested.
- 2.10 *Actions Resulting from Complaints:* Applicant shall take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirement for certification. Applicant shall document actions taken.
- 2.11 *Anti Drug Statement.* The Applicant agrees to provide a signed statement meeting the requirements of 47CFR Part 1, Subpart P, testifying to the requirements of the Anti-Drug Act of 1988.

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Article 3: Fees for Sampling

In addition to the initial certification fees, any and all shipping fees associated with evaluation and/or Surveillance testing shall be paid by the Applicant to CKC CS. If surveillance testing, for any reason, extends greater than 4 hours, the Applicant shall pay a fee to CKC CS associated with the current hourly rate, not to exceed 8 hours.

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

- 4.1 In accordance with CFR 47, within 30 days of initial issuance of the Certification, CKC CS has the right to suspend, cancel, revoke or deny the Certification. During this period of time, if certification 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.
- 4.2 After thirty days the FCC retains the authority to suspend, cancel, deny or revoke the Grant as specified in CFR 47. After the aforementioned 30 days, the Applicant is subject to all requirements pertaining to the status of the certification.
- 4.3 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.
- 4.4 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.
- 4.5 During any suspension of certification the Applicant shall make no misleading claims as to the status of certification. Products that are potentially defective are subject to corrective action, including recall where appropriate.

Article 5: Modification of product requirements

Applicant shall immediately notify CKC CS when any change is made to the certified equipment.

Article 6: 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:

- a. any breach by Applicant of the terms of this Agreement, including without limitation any failure to abide by the Requirements,
- b. any use of the Equipment, Process or Service in any manner that is not consistent with the Requirements,

Article 7: Appeal / dispute

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).

Article 8: 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.

Issued in duplicate and signed by authorized representatives of CKC CS and the applicant
For the certification body: For the applicant

Date

Date 12/22/2004

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(Signature) (Title)

Brock Eastman, VP R&D

