

## General Checklist and Application Form for Low Power Transmitters subject to FCC CERTIFICATION regulations

Notified Body  
Königswinkel 10  
D-32825 Blomberg, Germany  
Phone +49 (0) 52 35 95 00-24  
Fax +49 (0) 52 35 95 00-28  
notifiedbody@phoenix-testlab.de  
www.phoenix-testlab.de

The following items need to be submitted in electronic format for Certification application. The applicable formats are described in the PHOENIX TESTLAB TCB User's Manual. All letters have to be signed by an authorised signatory. Use this checklist to evaluate your application. Please note, that the Applicant's Statement is part of the application.

|                        |                                                                                             |                             |                        |
|------------------------|---------------------------------------------------------------------------------------------|-----------------------------|------------------------|
| <b>Applicant</b>       | <b>Cellon(Shenzhen)Co.,Ltd</b>                                                              |                             |                        |
| <b>Company Address</b> | <b>13/F, Skyworth C Building, Gaoxin S.Ave1, Hi-Tech Industrial Park, Nanshan, Shenzhen</b> |                             |                        |
| <b>Contact person</b>  | <b>Xinglan Yu</b>                                                                           |                             |                        |
| <b>E-Mail</b>          | <b>Xinglan.yu@cecwireless.com.cn</b>                                                        | <b>Website/ Company URL</b> |                        |
| <b>Phone</b>           | <b>+86-10-58270277</b>                                                                      | <b>Fax</b>                  | <b>+86-10-84568718</b> |

|                                              |                                                                                |                              |                          |
|----------------------------------------------|--------------------------------------------------------------------------------|------------------------------|--------------------------|
| <b>Agent of the Applicant, if applicable</b> | <b>Morlab</b>                                                                  |                              |                          |
| <b>Company (Agent) Address</b>               | <b>Electronic Testing Building, Shahe Road, Xili Town, Shenzhen, P.R.China</b> |                              |                          |
| <b>Contact person</b>                        | <b>Wu Xuewen</b>                                                               |                              |                          |
| <b>E-Mail</b>                                | <b>Xuewen.wu@morlab.cn</b>                                                     | <b>Website / Company URL</b> | <b>www.morlab.cn</b>     |
| <b>Phone</b>                                 | <b>+86 0755 86130298-3011</b>                                                  | <b>Fax</b>                   | <b>+86 0755 86130218</b> |

|                                                                                                                                    |                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>The applicant is listed in the FCC database:</b>                                                                                | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Applicant/Grantee Code</b><br>(MUST be obtained, refer to the FCC website <a href="http://www.fcc.gov">http://www.fcc.gov</a> ) | <b>T38</b>                                                          |
| <b>FCC Identifier (FCC ID) of the product, if applicable</b>                                                                       | <b>T38UT1200</b>                                                    |
| <b>Specific Rule Selection applied for</b><br>(e.g. Section 15.247)                                                                | <b>P22E,p24E</b>                                                    |

|                        |                           |                    |
|------------------------|---------------------------|--------------------|
| <b>Product Details</b> | <b>Short Description</b>  | <b>GSM handset</b> |
|                        | <b>Type or Model Name</b> | <b>GPRS1228</b>    |
|                        | <b>Brand Name</b>         | <b>UTStarcom</b>   |

Shenzhen, June 9, 2006

Place, Date

*Wu Xuewen*

Signature and Stamp

## ***Applicant's Statement***

Cellon(China)Co.,Ltd (hereinafter the "Applicant") accept the following terms as provided in this Telecommunication Certification Body Agreement. The Applicant authorizes PHOENIX TESTLAB GmbH (hereinafter "PTL") to perform the required certification and testing in compliance with the current Federal Communications Commission (FCC) regulations.

### **1. Certificate.**

The Applicant shall endeavour 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 labelled as required by the FCC. The Applicant will use the certification only to indicate that the respective products are certified in conformity with the specified FCC regulations.

### **2. Conformity:**

The equipment, represented, as certified shall comply with all of the FCC technical and administrative requirements.

### **3. Audits:**

PTL is authorized to perform audits of the Applicant's equipment and documentation. The Applicant shall make all necessary arrangements for the conduct of the audit and/or evaluation, including provision for examining documentation and access to records (especially to internal audit reports) and personnel for the purpose of evaluation (including but not limited to: testing, inspection, assessment, surveillance, reassessment) and resolution of complaints.

### **4. Forwarded information:**

The Applicant is liable that all information, including but not limited to specifications, company information, technical data, testing data etc., given and to be given to PTL are correct, complete, and verifiable.

### **5. Samples:**

PTL attempts to keep the need for samples to a minimum. However, if PTL requests samples from time to time for examination and testing purposes from the Applicant, the Applicant shall furnish such samples of the respective equipment without charge. If requested by the Applicant PTL will return the samples at the Applicant's expense. PTL shall not be responsible for the condition of the samples. The samples may be damaged or destroyed during testing.

### **6. Testing and Certification:**

The rights of PTL under this Agreement do not relieve the Applicant of any part of its obligations under this Agreement. The Applicant recognizes that the opinions and findings of PTL represent its judgment given with due consideration to the type of certification, the necessary limitations of practical and in accordance with its objects and purposes. The Applicant recognizes that many tests specified in the FCC requirements may be inherently hazardous and agrees that PTL neither assumes nor accepts any responsibility for any injury or damage to the Applicant's property or personnel that may occur during or as a result of tests, whether performed in whole or in part by the Applicant or PTL, and whether or not any device, test equipment, facility or personnel for or in connection with the test is furnished by the Applicant or PTL.

**7. Notification to PTL:**

The Applicant shall notify PTL immediately if the Applicant discovers that the equipment has been or may have been the cause of harm to any telephone network, harmful interference, or of personal injury or property damage. In cases where the results of examination by an agency other than PTL were relied upon by PTL for certification of the equipment, the Applicant shall notify PTL if the Applicant subsequently discovers said results to be invalid.

**8. Complaints:**

The 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. On request, the Applicant will make these records available to PTL.

**9. Actions Resulting from Complaints:**

The 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. The Applicant shall document actions taken.

**10. Termination:**

A TCB may revoke a certification grant during the first 30 days after the grant is issued pursuant to all conditions outlined by the FCC requirements. During this period of time, if a grant is revoked, the Applicant shall forthwith return the Certificate to PTL. Furthermore the Applicant shall discontinue the use of all advertising matter that contains any reference thereto.

After the first 30 days from the grant issue date, only the FCC is authorized to revoke the grant. In such cases the Applicant shall be subject to the FCC specific requirements relating to grant revocation. Termination of this Agreement by whatever means shall not affect any liability of the parties existing as of the date of such termination and shall not relieve Applicant of its obligation to indemnify PTL hereunder.

**11. Indemnity:**

The Applicant agrees to indemnify and hold harmless PTL, 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 the Applicant of the terms of this Agreement, including without limitation any failure to abide by the requirements,
- (b) Any use of the equipment in any manner that is not consistent with the requirements,
- (c) Any audit of the certified equipment under this Agreement,
- (d) Any event that occurs during the testing of the equipment, and
- (e) Any failure to make a material disclosure, or other misrepresentation, whether intentional or unintentional, made by Applicant to PTL, but excluding any such liability, loss, cost, damage, legal fees or expense caused by any gross negligence or wilful misconduct of PTL, whether in acting or omitting to act, in granting certification.

**12. Changes of Record:**

Applicant shall notify PTL immediately when any change is made in the name or address of Applicant.

**13. Changes to the Certified Equipment:**

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The Applicant shall immediately notify PTL when any change is made to the certified equipment.

**14. Advertising:**

PTL will permit the use of appropriate references to PTL, in advertising or promotional material solely in connection with the specific products that have been certified by PTL, provided that the reference to PTL in no way tends to create a misleading impression as to the nature of PTL's findings, coverage or service. The Applicant will not use its product certification in such a manner as to bring PTL, the certification body, into disrepute and will not make any statement regarding its product certification that PTL may consider misleading or unauthorized.

**15. Confidentiality:**

PTL shall not, without Applicant's prior written consent, voluntarily disclose information obtained by PTL in confidence, which the Applicant advises in writing in advance, is proprietary, unless such information is

- (a) Already known to PTL,
- (b) Otherwise available to the public or
- (c) Subsequently acquired from other sources, provided, however, that PTL may disclose any information to
  - (a) Applicant,
  - (b) Federal Communications Commission (FCC),
  - (c) Government authorities, or
  - (d) The public so far as may be prudent to warn the public as to safety and/or use of the equipment, in the opinion of PTL.

**16. Anti-Drug Abuse Statement:**

As part of the certification process, the Applicant shall take full responsibility with regard to the Anti-Drug Abuse Statement, required on FCC Form 730 Application, item 43 and FCC Form 731 Application, section V, item 2(a).

**17. Non-Assign ability:**

This Agreement, including the license to use the certification certificate, shall not be assigned by the Applicant and shall be binding upon and for the benefit of the parties hereto and their respective successors, administrators, heirs, executors and personal representatives.

**18. General Terms and Conditions:**

This agreement has been drawn up to supplement the specific offers and General Terms and Conditions of PTL, of which a copy is attached to this agreement. If the conditions set out in this agreement deviate from the aforementioned General Terms and Conditions, the provisions of this agreement will prevail.

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**19. Term:**

This Agreement shall continue in effect for the lifetime of all products covered by this Agreement from the date of this Agreement.

**20. Sever ability:**

Should individual provisions of this agreement be ineffective or not feasible, or should there be gaps in this agreement, the effectiveness of the remaining provisions is not affected. Instead of the ineffective or not feasible provisions, the effective or feasible provision coming closest in economic terms to the purpose of the ineffective or not feasible provision is regarded as agreed upon.

**21. Jurisdiction / Applicable Law:**

In the case of any litigation in connection all matters of dispute arising directly or indirectly from this agreement - also including certificates, bills of exchange or cheques - in respect of dealings with businessmen the court in 32825 Blomberg / Germany shall have exclusive jurisdiction. The same applies in the event of claims being put forward by way of default action (§§ 688 ff. Code of Civil Procedure). However, PTL is also entitled to initiate proceedings against the Applicant at the court of his jurisdiction. The law of the Federal Republic of Germany is to be applied. All legal proceedings will be held in German or English language.

**22. Signature:**

PHOENIX TESTLAB GmbH

Königswinkel 10

32825 Blomberg

Germany

Morlab

Electronic Testing Building, Shahe Road,

Xili Town, Shenzhen

P.R.China

Represented by: Holger BENTJE

Status: Manager Product Certification

Represented by: Wu Xuewen

Status:

.....  
Date, Place, Stamp, Signature

.....  
Date, Place, Stamp, Signature

***The Application Should Include The Following Documents In Electronic Formatation***

***Documents List*** (please specify confidential documents and sign all letters by an authorised signatory):

- Cover Letters (included: letters documents explaining the service you are requesting)
- FCC Form 731
- Used Accessoires (Model, Type, S/N, FCC ID)
- Used Cables (Type, Length, Shield, Ferrites)
- External Photos
- Internal Photos
- Test Setup Photos
- Test Report
- Block Diagram showing the frequencies of all oscillators in the EUT
- Schematics
- List of Operating Frequencies
- Centre Frequency of the lowest channel to the highest channel
- Operational Description / Equipment Under Test (EUT) Description
- Users Manual
- FCC Labels and Location (how affixed?)
- Confidential request per CFR 47 §0.459

Confidential treatment of documents submitted shall be requested in a letter. The letter shall specify the reasons for the request with reference to CFR 47 §0.459

**If Applicable:**

- Agency Letter (Authorisation)
- Warning Statements and Location
- Statement, that this is a Modular Approval
- Modification Letter