

DISCLAIMER OF USE TERMS AND CONDITIONS

General

In consideration of the mutual covenants in this document, PCTEST TCB 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 PCTEST TCB. In the event that certification is not issued for the aforementioned Devices, PCTEST CB 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 PCTEST TCB's written authorization.

1 Scope of Performance

- 1.1 The scope of performance is delineated in the Quotation or Invoicing rendered to the client.
- 1.2 PCTEST TCB may agree to accept test data from any ISO/IEC 17025 accredited laboratory or FCC-Accredited Laboratory and evaluate the Devices on the basis of this data. PCTEST TCB may also choose to accept test data from ISO/IEC 17025 accredited laboratories owned by Client.
- 1.3 If requested, Client shall supply PCTEST TCB, 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 PCTEST TCB, 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 PCTEST TCB's testing and evaluation process. Client shall not hold PCTEST TCB liable for any such damage or destruction to its equipment.
- 1.6 PCTEST TCB 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, PCTEST TCB shall certify Client's equipment as compliant with the applicable laws, regulations and/or standards within 30 business days from the date of testing and evaluation is completed. This performance may be dependent upon a timely response by the United States Federal Communications Commission (FCC) or Industry Canada (ISED).
- 1.8 In the event of product certification, Client may request that PCTEST TCB 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 PCTEST TCB 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

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Approved by:	Quality Manager
Effective Date:	November 1, 2016

quality assurance system which may render PCTEST TCB'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:
- 1.10.1 PCTEST TCB is directed to revoke, suspend, dismiss the certification by the FCC or ISEDC.
 - 1.10.2 Client instructs PCTEST TCB in writing to revoke, suspend, dismiss the certification for a Device. For devices certified under the FCC TCB program, this can only be performed within 30 days of the original grant of certification.
 - 1.10.3 Client fails to pay any fees required by this Agreement.
 - 1.10.4 Client breaches any of the terms, conditions or specifications listed in the Terms and Conditions.

2 Confidentiality

- 2.1 PCTEST TCB shall not disclose to third parties any proprietary technical or financial information marked by Client as confidential without prior written consent, provided that PCTEST TCB may disclose any information or data, confidential, proprietary or otherwise, to the FCC or ISEDC, as required.
- 2.2 Any documents, reports, drawings, test data, etc., made available to, produced at the request of or by PCTEST TCB may be copied and retained by PCTEST TCB if necessary to the performance of this Agreement or in compliance with the applicable Certification Regulations of the FCC or ISEDC.

3 Invoicing

- 3.1 All payments are due upon receipt of the application documents.

4 Term and Termination

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

5 Liability

- 5.1 Client shall not hold PCTEST TCB liable and shall defend and indemnify PCTEST TCB 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 PCTEST TCB or produced by Client in any facility inspected by PCTEST TCB.
- 5.2 In no event shall PCTEST TCB's liability under this Agreement exceed the cost of its billed services to Client.

6 Disputes and Appeals

6.1 Disputes and appeals shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Maryland, 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 Maryland, County of Howard. 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.

7 Expressed Consent by Client

7.1 In accepting this Agreement, it is implied that the Client consents to the following conditions:

7.1.1 To comply with requirements for certification and to supply any information needed for evaluation of products to be certified.

7.1.2 To inform PCTEST TCB of any changes to the product and/or information submitted.

7.1.3 To accept responsibility for all PCTEST TCB charges arising from this application.

NOTE:

This agreement only represents general terms and conditions and may not constitute complete and specific certification requirements. Depending on the device and other certification factors, a separate document or application and a Certification Agreement, may apply.

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