

## ***INSTRUCTIONS TCB SERVICE AGREEMENT***

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Enclosed is a copy of the MET TCB Service Agreement. Please complete the information on the Applicant and Manufacturer before making two copies of the agreement. The original and both copies of the agreement should be signed by your company and the product's manufacturer (if more than one manufacturer, additional agreements can be sent) before returning the executed original and copies of the agreement to MET. At the completion of the evaluation process for the product, fully executed copies of the agreement will be returned to your company and the manufacturer. The agreement allows MET access to the manufacturing facility during normal working hours to conduct any inspections that might be necessary to allow continued certification of the product. The agreement also indicates your intent to provide to MET Laboratories any product or information that might be required for reevaluation for continued surveillance. Additionally, the agreement specifies the conditions on how the product is to be identified as certified. This agreement in no way absolves the applicant or the manufacturer of any requirement or regulation of the Federal Communications Commission (FCC).

For additional information on the TCB Program,  
contact MET Laboratories, Inc. at (410) 354-3300  
or visit us at <http://www.metlabs.com>

## MET TCB SERVICE AGREEMENT

THIS AGREEMENT is made at Baltimore, Maryland this 29 day of June, 2005, by and between MET LABORATORIES, INC. (hereinafter referred to as MET) and the following:

Applicant : Baracoda Wireless Technology

Address : 30, Avenue de l'Amiral Lemonnier, 78160 Marly le Roi,FRANCE

*(Hereinafter referred to as the "Applicant")*

Manufacturer :

*(required for Part 68 only)*

Address :

*(Hereinafter referred to as the "Manufacturer")*

Only the product(s) designed and engineered by the Applicant and manufactured by the Manufacturer at the Manufacturer's facility at the above address, which have been certified by MET are covered by this service Agreement.

NOW, THEREFORE, in consideration of the premises set forth in this agreement, the above mentioned parties agree that;

Upon successful evaluation, MET will issue the Applicant a Grant of Equipment Authorization Certificate, granting the Applicant permission to market the certified product(s). At a minimum the product's identification plate or label will include the FCC ID Number or the Registration/Certification Number as well as any other information as might be required by statute.

The FCC requires that MET perform post-certification surveillance. Surveillance for continued certification compliance can be accomplished by, one or all of the following methods depending on the specific FCC requirement and as notified by MET Labs; the Applicant providing recent test data as proof of continued compliance for production models of the product to MET at MET's request, the applicant may either have MET perform the continued compliance testing, or provide test data from other locations as approved by MET for the purpose of compliance testing, or the Manufacturer agrees to allow free and unrestricted access to the Manufacturer's facility upon reasonable notice during normal working hours for the purpose of product review, or the Applicant or Manufacturer agrees to provide and deliver to MET or locations approved by MET models of the certified product at MET's request. All costs associated with testing of the device will be borne by the Applicant or the Manufacturer and paid within 30 days of notice. If required the Applicant agrees to provide to MET for MET review certain identified technical documents or quality documents that provide for a review of product update and compliance.

Acceptable Markings are found in 47 CFR 2.925, 2.926, 15.19, and part 68.300. Only products visually bearing the appropriate FCC identification label and identified as to model and type will be acknowledged as being an authorized product.

The Applicant is responsible for applying the label to the product in accordance with current FCC requirements. An Applicant is required to submit to MET a sample of the label or plate showing the FCC ID Number or the Registration/Certification Number for approval prior to applying to the product. The Applicant is required to submit to MET a label location drawing or photograph showing the location of the mark on the product.

Any reference to MET certification shall not be permitted on any non-eligible product(s), packaging, or literature. If the Applicant or the Manufacturer applies the FCC identification label to unauthorized products, then the Applicant and the Manufacturer shall save, indemnify, and hold harmless MET LABORATORIES,

INC. from any and all claims which may arise out of said unauthorized action.

The label and/or references to MET are permitted on promotional, advertising, and packaging of Certified Product(s) provided that misrepresentation of results of the marking process and/or this agreement do not occur. Final judgment in the suitability of use of the label or the MET Laboratories name is reserved by MET.

The Applicant shall maintain or require the manufacturer to maintain a record of all complaints made known to them relating to the product's compliance with the requirements of the relevant standard and agrees to make these records available to MET upon reasonable request. The applicant agrees to take appropriate action, or have the manufacturer take appropriate action with respect of such complaints and/or any deficiencies found in products or services that affect compliance with the requirements for certification.

Compliance with all requirements and stipulations of the Certification Program and this agreement between MET and the Applicant is required for program compliance. Non-compliance with all or part of this agreement may result in termination of the agreement and the notification to the FCC to withdraw certification of the product.

The Applicant assumes responsibility for complying with the requirements of the product's certification and this agreement regarding the application of the FCC identification label. The applicant understands that any violation of the requirements of this agreement can immediately, at MET's discretion, terminate this agreement.

Upon notification by MET, the Applicant shall immediately take action to correct non-conformance that may have been found during surveillance or during modification to the product by the applicant. The Applicant understands that corrective actions must be immediate. The Applicant also understands that MET is required to report to the FCC any noted non-compliance. MET will also report corrective actions taken and the status of corrective action. The FCC will determine if any certificate or grants will be withdrawn.

Upon termination of this agreement, the Applicant agrees to remove any references to MET Laboratories from all literature, stationary, packaging, or other promotional media as may have been used by the Applicant. Additionally, upon termination of this agreement, MET Laboratories will inform the FCC of such termination.

The observance of the aforementioned requirements for the product, is a condition for continued use of the FCC identification label. However, MET assumes no responsibility of the Applicant or the Manufacturer or any other party resulting out of the sale or use of the product.

All disclosures of information deemed proprietary or confidential shall be governed by any Confidential Disclosure Agreement executed between the Applicant and MET Laboratories, Inc.

The Applicant acknowledges that unpaid debts due to MET Laboratories by the Applicant are reason to terminate this agreement.

This agreement shall continue in effect for the balance of the initial Agreement year and shall automatically be renewed thereafter for periods of one year from January 1, unless the MET TCB Service Agreement for the product is terminated and/or any party to this agreement gives not less than thirty (30) days written notice of the termination. Termination of this agreement does not affect any responsibilities of MET, the Applicant, or the Manufacturer prior to the termination date.

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**MET Laboratories, Inc.**  
914 W. Patapsco Avenue  
Baltimore, MD 21230

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

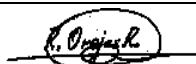
Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Applicant:** Baracoda Wireless Technology

Printed Name: Mr. Thierry Fortune

Title: Product Program Manager

Authorized Signature: \_\_\_\_\_ P.A. 

Date: 2005-06-29

*If different than Applicant:(required for Part 68 only)*

**Manufacturer:** \_\_\_\_\_

Mfg. Location: \_\_\_\_\_

(City, State, Country)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_