



FCC CERTIFICATION AGREEMENT AND SCHEME RULES

Contact Name:

Andy Ward

Company Name: (hereafter called "the Applicant")

Ubisense

Address:

St Andrew's House

St Andrew's Road

Chesterton

Town/City:

Cambridge

Postal Code:

CB4 1DL

Country:

UK

Equipment Under Test (EUT)

UWB Watch Location Device

Equipment Description:

Location tracking device

Model Number:

UBIWATCH21

Serial Number:

0001

FCC Rule Part(s):

CFR47 Part 15F 15.249: October2012

This **TESTING AND CERTIFICATION AGREEMENT** ("Agreement") is made effective as of the latter date of execution below, by and between TRaC Global Ltd (TRaC) and the Applicant, collectively referred to as "the Parties".

In consideration of the mutual covenants in this Agreement, TRaC or its subcontractors will perform certification

inspection services to determine if (name of equipment here) UWB Watch Location Device

identified above is in compliance with the laws, regulations and technical standards (hereafter called "Certification Regulations") of the national authorities specified by the Applicant and in Subchapter A of the FCC Rules 47 CFR.

1. General

- 1.1 This Agreement is for the purpose of testing and certification and applies to all tests, audits, and certifications for the devices, and will be performed in accordance with the Certification Regulations of the national authorities specified in Subchapter A of the FCC Rules 47 CFR. Specifically 47 CFR Part 2. http://www.ecfr.gov/cgi-bin/text-idx?sid=64f63e21c14d853c79afa96fd333ff3e&c=ecfr&tpl=/ecfrbrowse/Title47/47cfrv1_02.tpl
- 1.2 TRaC retains full discretion to determine if the devices are compliant with the Certification Regulations of the Federal Communications Commission (FCC). In the event that certification is not issued for the aforementioned Devices, TRaC agrees to advise the Applicant in writing of the reasons therefore.
- 1.3 This Agreement may not be assigned to or acquired by any other person, firm, or corporation without TRaC's written authorisation.
- 1.4 This agreement constitutes the scheme rules for the TRaC TCB certification scheme.

2. Scope of Performance

- 2.1 The scope of performance between the Parties shall be agreed to by purchase order. TRaC standard conditions of sale shall apply.
- 2.2 Except as provided in Section 2.3 hereof, testing of all Devices shall take place at TRaC facilities.
- 2.3 In lieu of section 2.2 above, TRaC may agree to accept test data from any ISO/IEC Guide 25 accredited laboratory or FCC-Listed Laboratory and evaluate the Devices on the basis of this data. TRaC may also choose to accept test data from ISO Guide 25 accredited laboratories owned by the Applicant, provided the requirements of 2.3.1 are met.
 - 2.3.1 Employees of the Applicant shall not participate in any tests, evaluations, or assessments described in sections 2.2 or 2.3 above without the presence and supervision of a TRaC engineer or technician.
- 2.4 If requested for sample purposes (as required by the FCC), the client shall supply TRaC, 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.
- 2.5 The Applicant shall supply TRaC, at no charge, with all technical documentation and materials required for the testing, evaluation, and assessment of such Devices and support equipment.
 - 2.5.1 Technical documentation and materials include, but are not limited to, any relevant operating instructions, schematics, block diagrams, photographs, prior tests and certificates concerning the safety of the devices, its components or support equipment.
- 2.6 The Applicant recognises that device samples, including support equipment, may be damaged or completely destroyed when subjected to TRaC's testing and evaluation process. The Applicant shall hold TRaC harmless for any such damage or destruction to its equipment.
- 2.7 If necessary TRaC shall test, evaluate, or assess the Applicant's equipment within 30 business days of TRaC's receipt of such devices, support equipment and technical documentation, and to work diligently until certification is granted or denied, or the Applicant decides to abandon testing, evaluation, and assessment on such Devices.
- 2.8 Upon completion of testing, evaluation, or assessment, TRaC shall advise the Applicant via an abbreviated report whether the results are favourable, and what, if any, conditions, limitations or qualifications to the requested Certification exist.

2.9 The Applicant agrees that a full report is available to the Applicant only by special request, and for the separate charge specified.

2.10 Where testing, evaluation, and assessment results in certification, TRaC shall certify the Applicant's equipment as compliant with the laws, regulations and / or standards of the FCC within 30 business days from the date testing, evaluation, and assessment is completed.

2.10.1 Section 2.10 may be dependent upon a timely response by the United States Federal Communications Commission (FCC).

2.10.2 In the event of product certification, the Applicant may request that TRaC return or destroy the Applicant's EUT sample(s), equipment support, and technical documentation. The Applicant shall bear all costs associated with the return or destruction of such equipment test sample(s) and support equipment.

2.11 Where testing, evaluation, and assessment does not result in certification, TRaC shall provide cost-free storage for each device sample, support equipment, and technical documentation for a period not to exceed 30 days, provided the Applicant agrees to re-testing within this period when notified of the device's failure.

2.12 If the Applicant does not collect or accept receipt of the EUT sample(s), support equipment and technical documentation, despite TRaC having sent notice pursuant to subsection 2.12.1, TRaC reserves the right to dispose of them at the Applicant's expense.

2.13 The Applicant shall retain all documents forwarded to it by TRaC as required by the Certification Regulations of the FCC.

2.14 The Applicant shall notify TRaC immediately of any modifications made or planned in the design or technical construction of a EUT, or of any planned or implemented changes in the Applicant's approved quality assurance system which may render TRaC's certification inapplicable to a EUT/device produced.

2.14.1 For Device modifications notified to TRaC under section 2.14, TRaC will decide in its good engineering judgement whether additional testing is required in order for the device, as modified, to be manufactured or sold under the certification originally issued.

2.14.2 If the Applicant's EUT, as modified, does not comply with the Certification Regulations of the FCC, the Applicant shall immediately endeavour to obtain compliance under the same Certification Regulations and shall, concurrently, remove any reference to the original certification indicating TRaC's approval or certification, from its EUT, as modified. The Applicant also agrees that a new certificate issued for an EUT, as modified, must reference a model identifier number distinct from the one used in the certification originally issued by TRaC.

2.14.3 The Applicant's failure to comply with section 2.14, or with the Certification Regulations of the FCC, may result in the nullification of its Device's certification. TRaC shall be obliged to notify the Regulatory Agency in the event of non-conformance with section 2.14.

2.15 Under FCC Rules, TRaC may revoke a Grant of Equipment Authorisation within 30 days of the initial Certification. Under these conditions, the Applicant's certification is revocable for cause, which includes, but is not limited to, the following:

2.15.1 TRaC is directed to revoke certification by the FCC.

2.15.2 Applicant instructs TRaC in writing to revoke certification for an EUT.

2.15.3 The Applicant fails to comply with Certification Regulations of the FCC, subject to applicable regulations.

2.15.4 The Applicant fails to pay any fees required by this Agreement.

2.15.5 The Applicant breaches any of the terms, conditions or specifications listed in this Agreement.

3. The Applicant shall:

- 3.1 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 the certification body when requested.
- 3.2 Take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification.
- 3.3 Document the actions taken.
- 3.4 For equipment for which a Certificate is issued (FCC Certification, e.g.), the Applicant agrees to abide by all the Rules and Regulations associated with the Certification for all series-produced equipment covered thereby. The Applicant agrees to ensure that no certificate or report or any part thereof is used in a misleading manner, furthermore, the Applicant shall make claims regarding certification only in respect of the scope for which certification has been granted.

4. Performance Times and Deadlines

- 4.1 Any performance times and deadlines agreed to by TRaC shall be construed as estimates.

5. Co-operation

- 5.1 The Applicant shall provide all co-operation required of it, its agents or third parties shall be provided using its best efforts and at no cost to TRaC.
- 5.2 The Applicant shall provide and update the Applicant's address, phone and facsimile numbers, as well as emergency contact information, for any situation which may arise after the close of normal business hours. TRaC agrees that such information will be held in confidence.
- 5.3 Market surveillance. TRaC is required by the FCC to carry out post certification re-tests on a percentage of products tested. The selection of re-test equipment is at the discretion of TRaC. If your product is selected for re-test this will be charged (see schedule of charges). TRaC are required to inform the FCC of an failure to cooperate with market surveillance requirements.

6. Confidentiality

- 6.1 TRaC shall not disclose to third parties any proprietary technical or financial information marked by the Applicant as confidential without prior written consent, provided that TRaC may disclose any information or data, confidential, proprietary or otherwise, to the FCC.
- 6.2 Other than disclosure pursuant to Section 6.1 above, TRaC will inform the Applicant of all information marked as confidential intended to be disclosed to third parties and will provide the Applicant with an opportunity to seek confidential protection of such information.
- 6.3 Any documents, reports, drawings, test data, etc., made available to, produced at the request of or by TRaC may be copied and retained by TRaC if necessary to the performance of this Agreement or in compliance with the applicable Certification Regulations of the FCC.

7. Invoicing

- 7.1 Fees shall be paid in full prior to commencing Certification.

8. Liability

8.1 The Applicant shall hold TRaC harmless and defend and indemnify TRaC 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 the Applicant'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 TRaC or produced by the Applicant in any facility inspected by TRaC.

8.1.1 In no event shall TRaC's liability under this Agreement exceed the cost of its billed services to the Applicant.

9. Disputes and Appeals

9.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of England, without regard to conflict of law principles. 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.

9.2 In the case of an appeal regarding a Rule interpretation, the appropriate governing body shall be consulted to resolve or to provide guidance on the issue.

9.3 In the event of an appeal regarding dismissal or denial of an application for Certification, the submitter will have the option of providing written justification for a reversal of a Certification Board decision; this written justification must be provided within 10 business days of the date of the decision. The Certification Board shall review and provide a ruling on this within 10 business days of the date of the request.

We Agree With All Terms, Conditions And Specifications As Stated In This Agreement And the applicable FCC Rules Governing Certification.

Applicant Company Name: Ubisense

Signed:  Print name Dr Andy Ward

Date: 31/3/2013