

Application, Agreement and Confidentiality Request for Certification Service in Canada

Certification and Engineering Bureau
Industry Canada
Spectrum Engineering Branch
3701 Carling Avenue, Building 94
Ottawa, Ontario K2H 8S2

04/30/2007

TO WHOM IT MAY CONCERN

Pursuant to Paragraphs RSP-100 of the ICs Radio Standard Procedure, we apply the certification for the following product(s):

<u>IC Certification Number</u>	<u>Model name(s)</u>
VU9MI1000	mi-1000

The submitted data contain our trade secrets and proprietary information that could be of benefit to our competitors. Therefore we hereby request to hold back all data from the public, even any data will be requested by any third party.

We agree to:

- accept responsibility for all Departmental charges arising from this application;
- meet all requirements in accordance with Radio Standards Procedure 100 and other applicable procedures;
- warrant that the test results submitted are a true representation of the characteristics of the radio equipment type for which certification is requested; and
- inform the Bureau of any changes to the information submitted.

If you have any questions, please feel free to contact me at the address shown below.

Sincerely,



Bruce D. Rempe
V.P. Technology
Tesselon, LLC
2701 Trakker Trail
Bozeman, MT

406-556-4300
406-556-4301

CONFIDENTIALITY REQUEST for Certification Service in USA

Federal Communication Commission
Equipment Authorization Division, Application Processing Branch
7435 Oakland Mills Road
Columbia, MD 21048

04/30/2008

TO WHOM IT MAY CONCERN

Pursuant to Paragraphs §0.457 and 0.459 of the Commission's Rules (47 C.F.R.) and Section §552(b)(4) of the Freedom of Information Act, we requests confidentiality for the following products:

<u>FCC ID</u>	<u>Model name</u>
VU9MI1000	mi-1000

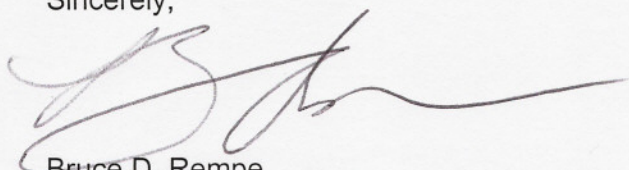
For the product stated above, we request that the following information be held confidential:

1. Circuit diagrams, BOM, and PCBs submitted as Equipment Authorization Electronic Filing attachment: "schematics".
2. Block diagram submitted as Equipment Authorization Electronic Filing attachment: "blockdiagram".
3. Operational description submitted as Equipment Authorization Electronic Filing attachment: "operational description"

The above exhibits contain our trade secrets and proprietary information that could be of benefit to our competitors.

If you have any questions, please feel free to contact me at the address shown below.

Sincerely,



Bruce D. Rempe
V.P. Technology
Tesselon, LLC
3701 Trakker Trail
Bozeman, MT

406-556-4300
406-556-4301
bruce@trakkers.com

CETECOM ICT Services GmbH TCB / CAB Service Agreement

THIS AGREEMENT is made by and between CETECOM ICT Services GmbH (hereinafter referred to as CTC ICT) and the following:

Applicant: Tesselon, LLC
Address: 3701 Trakker Trail
Suite 1B
Bozeman, MT 59718
(hereinafter referred to as "Applicant")

Applicant authorizes Cetecom ICT Services GmbH, having its registered offices at Untertuerkheimer Str. 6-10, 66117 Saarbruecken, Germany, to perform the required certification in compliance with the articles of this agreement and the current

- Federal Communications Commission (FCC) regulations
- Industry Canada (IC) regulations

Article 1: Regulation for certification and inspection

The Applicant agrees that the stipulations of

- Chapter 47 of the Code of Federal Regulations (47CFR),
- Radio Equipment Certification Procedure (RSP-100),

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 FCC and IC technical and administrative requirements.
- 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 regulations and is labeled as required by the FCC and IC. The Applicant shall use certification only to indicate that products are certified in conformity with the specified 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 **Samples:** Although CTC ICT 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 CTC ICT. Such samples will be returned at Applicants expense if requested by Applicant. CTC ICT 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. The Applicant agrees to provide products for CTC ICT surveillance activities within 14 days of such request. Fees involved for evaluation and/or surveillance samples shall follow Article 3 of this agreement.
- 2.5 **Confidentiality:** CTC ICT 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 CTC ICT 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. The Applicant is hereby notified that for certification within the US and Canada, CTC ICT, in accordance with 47CFR 2.962 and RSP100, is obligated to upload all information and files to the FCC and IC 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.

- 2.6 **Anti Drug Statement:** The Applicant certifies that neither he nor any party to the application is subject to a denial of Federal benefits, that include FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. §862 of a conviction for possession or distribution of a controlled substance.
- 2.7 **Application for Certification:** The applicant shall notify CTC ICT that the application for the subject equipment has not been submitted to another TCB for certification. If an application for the subject equipment was previously filed, the name of the TCB and date of the previous filing must be included in the application.

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 CTC ICT. If surveillance testing, for any reason, extends greater than 4 hours, the Applicant shall pay a fee to CTC ICT associated with the current hourly rate, not to exceed 8 hours.

Article 4: Indemnity

Applicant agrees to indemnify and hold harmless CTC ICT, 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 5: Appeal / dispute

As specified in the General Terms and Conditions for Services provided by CETECOM ICT Services GmbH

Article 6: Agreement period

This agreement comes into force on today and remains in force unless withdrawn for justified reasons or cancelled by either party upon due notice given to the other party.

CETECOM ICT Services GmbH
Untertuerkheimer Str. 6-10
66117 Saarbruecken, Germany

Applicant

Date: _____

Authorized Signature: _____

Printed Name: _____

Authorized Signature: _____

Printed Name: _____

Date: 04/30/2008

Printed Name: Bruce D. Rempe

Title: V.P. Technology

Authorized Signature: _____

