

**CTIA CERTIFICATIONS LLC AUTHORIZED TESTING LABORATORY
LICENSE AND SERVICE AGREEMENT**

THIS AGREEMENT is made at Washington, D.C.,

by and between

**CTIA CERTIFICATIONS LLC
("CC LLC")**

and

("LICENSEE")

Accepted by:

Accepted on:

This Agreement shall be effective on January 1, 2018 ("**Effective Date**").

WITNESSETH:

WHEREAS, CTIA-The Wireless Association ("**CTIA**") is a non-profit trade association that has twenty-six years of experience running a certification program to encourage conformance with industry standards for wireless devices, components, and other related equipment through independent verification ("**CTIA Certification Program**");

WHEREAS, to ensure such independent verification, the CTIA Certification Program has developed objective test plans and procedures and utilizes independent, industry-recognized testing laboratories to review and evaluate the performance of wireless devices, components, and other related equipment in accordance with industry standards;

WHEREAS, under the direction of its Board of Directors, CTIA created CTIA Certifications LLC ("**CC LLC**"), a wholly owned subsidiary, with the mission of certifying wireless devices that operate on the major wireless technology platforms in North America, including LTE, CDMA, GSM, and any necessary activities to support the certification of such devices;

WHEREAS, CTIA has fully assigned to CC LLC all of its rights, duties, and obligations related to the CTIA Certification Program, and title and interest in the CTIA Certification Program, (hereinafter, "**CC LLC Certification Program**") which includes a pre-existing Working Groups and Test Plans and Procedures, referenced in Exhibit A & B ("**CC LLC Test Plans**");

WHEREAS, LICENSEE is an independent testing laboratory specializing in the evaluation and testing of either wireless devices, components, or other related equipment;

WHEREAS, LICENSEE elects to pursue recognition as a test lab authorized to perform independent evaluations ("**Authorized Test Labs**" of "**ATL**") on wireless devices, components or other related equipment; and

WHEREAS, device manufacturers that wish to certify their wireless devices, components, or other related equipment as compliant with CC LLC Test Plans, and pursue certification from CC LLC (“**CC LLC Certification**”), own the rights to the completed test results for their specified products (“**Test Reports**”) and has granted CC LLC a perpetual, non-exclusive, worldwide, royalty-free, fully paid license to the Test Report;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following:

1. **TERM.** This Agreement shall commence upon the Effective Date and shall continue for one year, unless terminated in accordance with the provisions of this Agreement (“**Initial Term**”).
2. **LICENSEE'S OBLIGATIONS.** LICENSEE shall comply with the licensee requirements incorporated herein and attached hereto as Exhibit A: Authorized Test Lab Requirements (“**Exhibit A**”). Companies that are interested in participating in CC LLC’s Certification Program shall send their respective wireless devices, components, and other related equipment to LICENSEE. As a ATL, LICENSEE agrees that: a) it shall receive such wireless devices, components, and other related equipment for evaluation directly from manufacturers; b) it shall evaluate such wireless devices, components, and other related equipment in accordance with the procedures described in the applicable Program Management Document (“**PMD**”); and c) it shall follow the procedures, responsibilities and requirements described in the Policies and Procedures for Authorized Testing Laboratories document available at <http://www.ctia.org/initiatives/certification/ctia-authorized-test-labs>, which is fully incorporated herein (together, “**Services**”).
3. **INTELLECTUAL PROPERTY RIGHTS AND GRANT OF LICENSE**
 - A. **GENERAL.** LICENSEE acknowledges and agrees that all right, title, and interest in and to the CC LLC Test Plans and PMD (together “**Certification Documentation**”), the ATL logo and, if LICENSEE participates in the PTCRB Certification Program administered by CC LLC, the PTCRB logo (together “**Logos**”), the CC LLC Certification Program, the underlying technology used in connection with the CC LLC Certification Program, and the CC LLC Certification Program webpage available within the Services collectively, (“**Intellectual Property**”) are the exclusive property of CC LLC. LICENSEE acknowledges that this Agreement provides LICENSEE with a license to use the Intellectual Property for the sole purpose of carrying out the Services. LICENSEE further acknowledges that nothing herein shall be intended or construed as transferring any proprietary ownership interest in the Intellectual Property and agrees not to take any action that would cause LICENSEE to acquire trademark, trade name, service mark, or service name rights in the Intellectual Property. LICENSEE shall not acquire or retain any rights, title, or interest in or to the Intellectual Property except for the limited and expressed license set forth herein.
 - B. **License.** Subject to the terms and conditions set forth in this Agreement, CC LLC hereby grants LICENSEE a limited, non-exclusive, non-transferable, world-wide license to use the Intellectual Property for the sole purpose of performing evaluations on wireless devices, components, and other related equipment for the CC LLC Certification Program and for reasonably appurtenant, incidental, and ancillary promotional materials that indicate LICENSEE is a ATL. Use of Test Plans for purposes outside of the CC LLC Certification Program must be authorized by CC LLC in writing prior to such use.
 - C. **Logo.** LICENSEE shall not: i) modify, alter, or resize the Logos without the prior written permission of CC LLC; ii) create any derivative works using the Logos without prior written permission from CC LLC; and/or iii) use the Logos to endorse, explicitly, or implicitly, any of LICENSEE’s products and services. Using the Logos for purposes other than the express purpose set forth in this Agreement is strictly prohibited.

4. **ADMINISTRATIVE & LICENSING FEES**

- A. Annual Administrative Fee.** For the Term of this Agreement, LICENSEE agrees to pay CC LLC an annual administrative fee (“**Administrative Fee**”) in accordance with the attached Exhibit B: ATL Administrative Fee & License Fee Schedule (“**Exhibit B**”), incorporated herein. LICENSEE shall pay the Administrative Fee within thirty (30) calendar days after LICENSEE’s execution of this Agreement, and thereafter, annually within thirty (30) calendar days after the renewal date of this Agreement.
- B. Licensing Fees.** LICENSEE shall pay licensing fees in accordance with the attached Exhibit B incorporated herein.
- C. Payment of Fees.** All payments, including payment of the Administrative Fee and any licensing fees, must be made in United States dollars, by wire transfer, or by negotiable instrument drawn upon a United States bank. On all fees past due, LICENSEE agrees to pay interest at the lesser of 1.5% per month or the then-highest interest rate allowable under applicable law. LICENSEE shall pay all appropriate taxes levied in connection with this Agreement, except for taxes based on CC LLC’s income. Failure to pay the Administrative or any licensing fees in accordance with section 4 of this Agreement shall constitute a material breach of this Agreement, and may result in suspension or revocation of the license granted hereunder as well as termination of this Agreement.

5. TERMINATION OF LICENSING AGREEMENT

- A. Termination.** Each party shall have the right to terminate this Agreement for cause in the event of the following: (i) the filing of any voluntary petition by the other party or upon the filing of any involuntary petition against the other party under the federal bankruptcy laws that is not dismissed within ninety (90) days after filing; or (ii) the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after delivery of written notice thereof. The non-defaulting party may immediately terminate this Agreement, following the end of the applicable time period set forth in the foregoing, upon written notice to the party in default. CC LLC shall have the ability to terminate this Agreement at any time during the Initial Term, or any renewal thereof, upon thirty (90) days’ written notice.
- B. Effect of Termination or Expiration.** Upon termination or expiration of this Agreement for any reason, the licenses granted herein shall terminate and all rights, title, and interest shall revert immediately back to CC LLC; and LICENSEE shall cease use of the Intellectual Property, and all references to the CC LLC Certification Program. LICENSEE shall promptly return to CC LLC: i) Certification Documentation; ii) Intellectual Property; and iii) all copies thereof. Notwithstanding the foregoing sentence, LICENSEE may retain Test Reports solely for legal compliance purposes, provided that: the retention of a single copy does not violate any terms or conditions of any agreement between the LICENSEE and the product manufacturer whose products have undergone evaluation or are in the process of undergoing evaluation; and each copy is subject to the terms and conditions set forth in Sections 2, 3, 10, & 11 of this Agreement.

- 6. AUDIT.** LICENSEE agrees to CC LLC’s ATL audit program which includes, but is not limited to: a) lab visits and audits by CC LLC personnel or CC LLC’s agents, with prior notice to LICENSEE, to witness LICENSEE’s lab testing procedures and evaluation processes, and to ensure compliance with CC LLC’s defined criteria; b) periodic and mandatory updates to CC LLC on changes in LICENSEE’s testing facilities, capabilities, test equipment, and test personnel; and c) other auditing requirements which CC LLC will develop and implement from time to time, at its sole and reasonable discretion. CC LLC agrees to comply with reasonable security procedures while visiting LICENSEE’s facilities. CC LLC shall provide LICENSEE with reasonable, but in no event less than three (3) days, prior notice of any new developments implemented as part of CC LLC’s audit program.

Notwithstanding the foregoing, nothing in this section 6 requires LICENSEE to disclose any proprietary information, except for proprietary information directly associated with, or directly related to LICENSEE’s obligations under this Agreement. Nothing in this provision requires LICENSEE to grant CC LLC access to restricted areas, unless such restricted areas are related to LICENSEE’s evaluation

and testing of wireless devices and components and other related equipment submitted to LICENSEE for testing in accordance with CC LLC's Certification Program.

7. **ACCREDITATION.** LICENSEE represents and warrants that it has and will continue to maintain the accreditation requirements as set forth in Exhibit A during the Initial Term. Upon request, LICENSEE shall provide CC LLC with written documentation that all of LICENSEE's laboratories have obtained and maintains accreditation with the appropriate industry accreditation organizations set forth in the ATL Requirements.
8. **INSURANCE.** LICENSEE is responsible for providing sufficient insurance coverage under this Agreement. LICENSEE, at its sole cost and expense, shall secure and maintain insurance coverage as is necessary or required to do business within the country or territory in which the testing facility is located and as a reasonable prudent businessperson for LICENSEE to bear all of its obligations under this Agreement, but no less than liability insurance that: a) has minimum limits of two (\$2) million per occurrence; and b) provides coverage for liability associated with the testing and certification of products. LICENSEE is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages do not constitute limitations upon LICENSEE'S liability. LICENSEE must notify CC LLC of cancellation or non-renewal of applicable insurance policies within thirty (30) calendar days of such cancellation or non-renewal. LICENSEE may acquire, at its own expense, such additional insurance as it deems necessary to meet its obligations under the Agreement. Other insurance afforded by CC LLC, or any other entity, will apply as excess to insurance required pursuant to this section 8, and shall not contribute as primary to LICENSEE's insurance. Failure to comply with the insurance provisions of this section 8 constitutes a material breach of LICENSEE's material obligations under this Agreement, and may result, in suspension or revocation of the license granted hereunder as well as termination of this Agreement. Nothing herein shall be construed as limiting CC LLC's rights or remedies, at law, or in equity.
9. **INDEPENDENT CONTRACTOR.** Each Party acknowledges that the services rendered under this Agreement shall be solely as an independent contractor, and this Agreement creates no agency, partnership, joint venture, or employment relationship between the parties. LICENSEE further acknowledges that it is not considered an affiliate or subsidiary of CC LLC, and is not entitled to any employee rights or benefits of CC LLC. CC LLC also acknowledges that it is not considered an affiliate or subsidiary of LICENSEE and is not entitled to any employee rights or benefits of LICENSEE.
10. **CONFIDENTIALITY.** In carrying out the intentions and obligations of this Agreement, both parties may come into possession of proprietary and confidential information of the other party. For purposes of this Agreement, proprietary and confidential information includes, without limitations, know-how, procedures, data, marketing and financial information, methods of operation, and computer programs and source codes, collectively referred to as ("**Confidential Information**"). The Confidential Information does not include any information that: (a) was known to the receiving party prior to its disclosure hereunder by the disclosing party; (b) is independently developed by the receiving Party without use of the Confidential Information of the disclosing party; (c) is or becomes publicly known through no wrongful act of the receiving party; (d) has been rightfully received from a third party authorized to make such disclosure without restriction; (e) has been approved for public release by the disclosing party's prior written authorization; or (f) must be produced or disclosed pursuant to applicable law, regulation, or court order, provided that the receiving party provides prompt notice thereof to enable the disclosing party to seek a protective order or otherwise prevent such disclosure. The receiving party agrees not to disclose Confidential Information of the disclosing party to any third party without the disclosing party's express written permission. The receiving party may disclose Confidential Information of the disclosing party only to those employees, contractors, representatives and agents who have a need to know such Confidential Information. The receiving party shall hold Confidential Information in strict confidence, and use at least the same degree of care as it uses to safeguard its own most confidential and proprietary information so as to insure that no unauthorized person has access to it. At all times, the receiving party must use Confidential Information of the disclosing party only as permitted under this Agreement. All Confidential Information shall remain the sole property of the disclosing Party. The

receiving party shall not use or commercially exploit the disclosing party's Confidential Information, or any portions thereof, except for fulfilling its obligations under this Agreement.

11. LIMITED WARRANTIES

A. LICENSEE's Warranty. LICENSEE represents and warrants to CC LLC that: a) it has the experience and ability to perform the services required by this Agreement; b) it will perform such services in a professional, competent, and timely manner; c) it has and will maintain sufficient insurance coverage as required under Section 8 (Insurance) of this Agreement; d) it has the power to enter into and perform this Agreement; e) its services, products, and performance of its obligations under this Agreement shall not infringe upon or violate the rights of any third party, including, but not limited to, any third party's intellectual property rights, including, but not limited to, trademarks, copyrights, patents, and trade secrets; f) it meets the requirements set forth in the attached Exhibit A; g) the equipment and facility used to perform the Services are in good working order and function as intended; h) any personnel who are involved in the performance of Services have been sufficiently trained; and g) its services, products, and its performance of its obligations under this Agreement shall not violate any federal, state, or municipal laws.

B. CC LLC Warranty. CC LLC represents and warrants to LICENSEE that the **CC LLC Test Plans** do not contain any content, materials, advertising, or services that infringe on or violate any applicable law, regulation, or proprietary right of any third party. This warranty does not extend to the Test Report, or any other materials created by LICENSEE to facilitate the performance of Services, to the extent the materials use or incorporate information, tables, graphics or text from the Test Plans. In no event shall CC LLC, its employees, directors, agents, contractors and subcontractors be responsible or liable for adaptations, alterations, or changes of the Test Plans or for any materials, data, information or other documentation provided by device manufacturers and other third parties.

THE TEST PLANS ARE PROVIDED TO LICENSEE BY CC LLC ON AN "AS IS" AND "AS AVAILABLE" BASIS. CC LLC DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY CC LLC TO LICENSEE, ITS AGENTS OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY.

12. LIMITATION OF LIABILITY. EXCEPT FOR A BREACH BY EITHER PARTY IN CONNECTION WITH EACH PARTY'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS SET FORTH UNDER THIS AGREEMENT, OR ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ("**CARVEOUT CLAIMS**"), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUES OR DATA) OR CONSEQUENTIAL DAMAGES FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CC LLC'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED TWO TIMES THE AMOUNT OF THE AGREEMENT. ALL LIMITATIONS OF LIABILITY UNDER THIS SECTION 12 WILL APPLY EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE.

13. INDEMNIFICATION. LICENSEE shall indemnify and hold harmless CC LLC, including its directors, officers, employees, and agents from and against any loss, damage, settlement, recovery, judgment, expenses and costs (including reasonable attorneys' fees), resulting from: a) any claims or demands against CC LLC by any third party for injury to and death of persons, and damage to and loss of property (including real, tangible, or intangible) that are caused by, arise from, or relate to LICENSEE's performance and obligations, representations, and warranties under this Agreement; b) any claims or

demands against CC LLC by a third party that LICENSEE's products or services furnished hereunder and used within the scope of this Agreement infringes any patent, copyright, trademark, or other rights of the third party, including any breach or alleged breach of any of LICENSEE's representations, warranties, or agreements contained herein; c) any gross negligence or willful misconduct by LICENSEE, its agents, or any third party performing services on LICENSEE's behalf. LICENSEE shall defend CC LLC against such claims or demands, provided that: (i) CC LLC promptly notifies LICENSEE in writing of any claim; (ii) LICENSEE shall have control of the settlement or defense of any action against CC LLC to which this indemnity relates; and (iii) CC LLC cooperates with LICENSEE in every reasonable way to facilitate such defense. Notwithstanding the foregoing, CC LLC may participate in its own defense at its own expense, and LICENSEE shall not settle any claim or consent to any judgment without first obtaining the written consent of CC LLC. Such consent shall not be unreasonably withheld or delayed.

CC LLC shall indemnify and hold harmless LICENSEE, including its directors, officers, employees, and agents from and against any loss, damage, settlement, recovery, judgment, expenses and costs (including reasonable attorneys' fees), resulting from: a) any claims or demands against LICENSEE by any third party for injury to and death of persons, and damage to and loss of property that arise from CC LLC's gross negligence or willful misconduct; or b) any claims or demands against LICENSEE by a third party that CC LLC's Test Plans or Intellectual Property infringes any patent, copyright, trademark, or other rights of a third party, including any breach or alleged breach of any of CC LLC's representations, warranties, or agreements contained herein. CC LLC shall defend LICENSEE against such claims or demands, provided that: (i) LICENSEE promptly notifies CC LLC in writing of any claim; (ii) CC LLC shall have control of the settlement or defense of any action against LICENSEE to which this indemnity relates; and (iii) LICENSEE cooperates with CC LLC in every reasonable way to facilitate such defense. Notwithstanding the foregoing, LICENSEE may participate in its own defense at its own expense, and CC LLC shall not settle any claim or consent to any judgment without first obtaining the written consent of LICENSEE, which shall not be unreasonably withheld or denied.

14. ARBITRATION. Unless unenforceable due to federal or state law, any controversy or claim, including, but not limited to, errors and omissions arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the rules, then in effect, of the American Arbitration Association ("AAA") or, if AAA shall refuse to arbitrate any such controversy, by such arbitrators as the parties shall mutually agree upon. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any arbitration shall be held in the District of Columbia. THE PARTIES AGREE THAT ANY DISPUTE WILL BE ARBITRATED ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED. A party may bring claims against another party only in that party's individual capacity and may not participate as a class member or serve as a named plaintiff in any purported class, representative, or private attorney general proceeding. This section 14 does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other parties, no party may seek, nor may the arbitrator award, non-individualized relief that would affect other parties. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing. If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court.

15. MISCELLANEOUS

A. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the District of Columbia without regard to principles of conflicts of laws. The parties agree to submit to the exclusive jurisdiction over all disputes hereunder in the appropriate federal or state courts in the District of Columbia.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, and communications, whether oral or written, between the parties relating to the subject matter of this

Agreement and all past courses of dealing or industry custom. This Agreement may be amended only with the specific written consent of both parties.

- C. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. Notices.** All notices required or permitted hereunder shall be given in writing and shall be addressed to the respective parties as provided herein. Notices shall be effective upon receipt if delivered by certified or registered mail or one day after mailing if delivered by nationally recognized overnight courier service. If a party refuses delivery of a notice, it shall nevertheless be deemed to have received the notice for the purposes of this Agreement on the date of refusal. Either of the parties may change its address for purposes hereof by written notice to the other in accordance with the provisions of this paragraph.

As to LICENSEE:

As to CTIA CERTIFICATIONS LLC:
Thomas Power, Secretary
CTIA Certifications LLC
1400 16th Street, N.W., Suite 600
Washington, DC 20036

- E. Severability.** If any court of law determines that any clause in this Agreement is unenforceable or void, that clause shall be deleted, while the rest of this Agreement remains in force. Moreover, the parties agree to replace the invalid provisions with a substitute provision that will satisfy the intent of the parties.
- F. No Waiver.** The waiver by either party of any breach, of any provision, of this Agreement shall not be construed to be either a waiver rights regarding any succeeding breach of any such provision or a waiver of the provision itself, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by either party.

- G. Assignment & Delegation.** LICENSEE shall not assign this Agreement, or any rights granted hereunder, and shall not delegate its duties and obligations under this Agreement to any other entity without the prior written consent of CC LLC. Furthermore, no work to be performed by LICENSEE hereunder shall be subcontracted to or performed on behalf of LICENSEE by any third party, except with the prior written consent of CC LLC, which shall not be unreasonably withheld or delayed.
- H. Solvency.** LICENSEE warrants that it is solvent, and shall not assign any rights or benefits under this Agreement or portions thereof for the benefit of its creditors. LICENSEE also warrants that: 1) it has not filed a voluntary petition in bankruptcy; 2) it has not been adjudicated bankrupt or insolvent; 3) it has not filed any petition or answered seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or a similar relief for itself under any Federal, State or other statute, law, or regulation for the relief of debtors; 4) it has not sought, consented to, or acquiesced in the appointment of any trustee, receiver or liquidator of LICENSEE or of all substantial part of its properties; or 5) it has not admitted orally or in writing its inability to pay its debts generally as they become due. If LICENSEE misrepresents or breaches its warranties under this section and such misrepresentations or breach of warranties result in LICENSEE's inability to perform its obligations under the terms of this Agreement, LICENSEE grants CC LLC, and CC LLC hereby secures, a priority interest in LICENSEE's assets or property, not to exceed the amount due to CC LLC under this Agreement.
- I. Survival.** Upon expiration or termination of this Agreement, any provisions herein that provide for its survival shall survive the termination or expiration of this Agreement for any reason. Provisions of other sections, which, by their nature, must remain in effect beyond the termination or expiration of this Agreement, shall also survive termination or expiration of this Agreement for any reason.
- J. Force Majeure.** Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent that such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, fires, floods, earthquakes, wars (declared or undeclared), civil disturbances, accidents, acts of any governmental body, acts of God (collectively referred to herein as "**Force Majeure**"), nor shall any such failure or delay give the other party the right to terminate this Agreement. Each party shall use its best efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. If any casualty or unforeseen occurrence renders the fulfillment of this Agreement impossible, impractical, or imprudent, the parties hereby waive any claims for damages or compensation for any resulting termination or delay in performance.
- K. Electronic Acceptance.** LICENSEE intends to sign and deliver this Agreement via electronic acceptance, which shall have the same force and effect as delivery of an original signature. The electronic signing and submitting of this Agreement constitutes LICENSEE'S understanding, acceptance, and agreement to the terms and conditions set forth herein.

EXHIBIT A:

AUTHORIZED TEST LAB REQUIREMENTS

A CC LLC ATL must satisfy the following requirements:

1. Be accredited per the current ISO/IEC-17025, “General Requirements for the Competence of Testing and Calibration Laboratories,” incorporated in this Agreement, wherein the scope(s) of accreditation reference the applicable test plans indicated here:

Scope	Applicable Test Plan(s)
CDMA Conformance	CTIA Certification Program Conformance Test Plan for CDMA Wireless Devices
LTE Conformance	CTIA Certification Program Conformance Test Plan for LTE Wireless Devices
Over-the-Air Performance Testing (SISO)	CTIA Certification Program Test Plan for Wireless Device Over-the-Air Performance
Over-the-Air Performance Testing (MIMO)	CTIA Certification Program Test Plan for Downlink MIMO and Transmit Diversity Over-the-Air Performance
HAC Testing	CTIA Certification Program Test Plan for Hearing Aid Compatibility
Converged Wireless Device Testing	CTIA /Wi-Fi Alliance Test Plan for RF Performance Evaluation of Wi-Fi Mobile Converged Devices
Battery Certification Testing	CTIA Certification Requirements for Battery System Compliance to IEEE 1725 CTIA Certification Requirements for Battery System Compliance to IEEE 1625
Battery Life Testing	CTIA Certification Program Test Plan for Battery Life
Bluetooth® Compatibility Testing	CTIA Certification Program Test Plan for Bluetooth Compatibility
LTE Interoperability Testing	CTIA Certification Program Test Plan for LTE Interoperability
LTE Carrier Aggregation Interoperability Testing	CTIA Certification Program Test Plan for LTE Carrier Aggregation Interoperability
Device Hardware Reliability Testing	CTIA Certification Program Device Hardware Reliability Test Plan

2. Not misrepresent its certification testing capabilities;
3. Participate in CTIA Certification Program Working Group meetings when requested by CC LLC or as defined in the Policies and Procedures for CTIA Authorized Testing Laboratories document found here: <https://www.ctia.org/docs/default-source/certification/policies-and-procedures-for-ctia-authorized-testing-laboratories.pdf?sfvrsn=0>;
4. Adhere to the Policies and Procedures for CTIA Authorized Testing Laboratories document.

EXHIBIT B:

ATL ADMINISTRATIVE FEE & LICENSE FEE SCHEDULE

ATL ADMINISTRATIVE FEE SCHEDULE

LICENSEE shall pay CC LLC an annual Administrative Fee in the amount of \$2,000.00. Payment of the Administrative Fee shall be in accordance with Section 4 of this Agreement.

ATL LICENSE FEE SCHEDULE

For evaluations performed for the CC LLC Certification Program, CC LLC will not require licensing fees from LICENSEE.

For evaluations performed for purposes outside of the CC LLC Certification Program, LICENSEE shall pay licensing fees to CC LLC as follows:

Test Plan	Licensing Fee
CTIA Certification Program Conformance Test Plan for CDMA Wireless Devices	\$2,500.00
CTIA Certification Program Conformance Test Plan for LTE Wireless Devices	\$2,500.00
CTIA Certification Program Test Plan for Wireless Device Over-the-Air Performance	\$2,500.00
CTIA Certification Program Test Plan for Downlink MIMO and Transmit Diversity Over-the-Air Performance	\$2,500.00
CTIA Certification Program Test Plan for Hearing Aid Compatibility	\$2,500.00
CTIA /Wi-Fi Alliance Test Plan for RF Performance Evaluation of Wi-Fi Mobile Converged Devices	\$2,500.00
CTIA Certification Requirements for Battery System Compliance to IEEE 1725	\$2,500.00
CTIA Certification Requirements for Battery System Compliance to IEEE 1625	\$2,500.00
CTIA Certification Program Test Plan for Battery Life	\$4,000.00
CTIA Certification Program Test Plan for <i>Bluetooth</i> Compatibility	\$2,500.00
CTIA Certification Program Test Plan for LTE Interoperability or LTE Carrier Aggregation Interoperability	\$2,500.00
CTIA Certification Program Device Hardware Reliability Test Plan	\$4,000.00