

# Application for FCC Wireless Certification

### Applicants Complete Business Name

|                                    |  |
|------------------------------------|--|
| Company Name:                      |  |
| Federal Registration Number (FRN): |  |
| Grantee Code:                      |  |

### Applicant Primary Contact Details (name on grant)

|                      |  |
|----------------------|--|
| First Name:          |  |
| Middle Name:         |  |
| Last Name:           |  |
| Title:               |  |
| Company Address:     |  |
| City:                |  |
| Province/State:      |  |
| Postal Code:         |  |
| Country:             |  |
| Phone Number & ext.: |  |
| Email:               |  |

The primary contact details on the grant are taken directly from the FCC database and cannot be changed by the TCB. A notification is required to the FCC. The above information is requested to identify if the FCC database is not up to date.

### Applicant Technical Contact Details

|                      |  |
|----------------------|--|
| Company Name:        |  |
| First Name:          |  |
| Middle Name:         |  |
| Last Name:           |  |
| Company Address:     |  |
| City:                |  |
| Province/State:      |  |
| Postal Code:         |  |
| Country:             |  |
| Title:               |  |
| Phone Number & ext.: |  |
| Email:               |  |

### Applicant Non-Technical Contact Details

|                      |  |
|----------------------|--|
| Company Name:        |  |
| First Name:          |  |
| Middle Name:         |  |
| Last Name:           |  |
| Company Address:     |  |
| City:                |  |
| Province/State:      |  |
| Postal Code:         |  |
| Country:             |  |
| Title:               |  |
| Phone Number & ext.: |  |
| Email:               |  |

### Standard Confidentiality

|                                      |  |
|--------------------------------------|--|
| Request for Standard Confidentiality | <p>Does this application include a request for confidentiality for any portion(s) of the data contained in this application pursuant to 47 CFR § 0.459 of the Commission Rules?</p> <p><input checked="" type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>If yes, please provide a letter describing the request.</p> |
|--------------------------------------|--|

### Short Term Confidentiality

|  |   |
|--|---|
| Request for Short Term Confidentiality | <p>Does this application include a request for short term confidentiality for any portion(s) of the data contained in this application pursuant to FCC DA 04-1705 dated 6/15/2004?</p> <p><input type="checkbox"/> Yes                      <input checked="" type="checkbox"/> No</p> <p>If yes, please provide a letter describing the request.</p> |
|--|---|

### Related OET Knowledge Database (KDB) Inquiry

|             |  |
|-------------|--|
| KDB Inquiry | <p>Is there a KDB inquiry associated with this application?</p> <p><input type="checkbox"/> Yes                      <input checked="" type="checkbox"/> No</p> <p>If yes, please provide a letter describing the request.</p> |
|-------------|--|

### Modular Equipment

|                          |  |
|--------------------------|--|
| Single Modular Approval  | <p>Is this application for a single modular approval?</p> <p><input type="checkbox"/> Yes                      <input checked="" type="checkbox"/> No</p>  |
| Limited Modular Approval | <p>Is this application for a limited modular approval?</p> <p><input type="checkbox"/> Yes                      <input checked="" type="checkbox"/> No</p> |

### Product Details

|   |   |
|---|---|
| Grantee code:                                     | 2AUOQ   |
| Product code:                                     | -P290017<br>Product code can only contain 14 characters   |
| Equipment Class:                                  | DSC - Part 15 Security/Remote Control Transmitter   |
| Description of product as marketed <sup>2</sup> : | Active key/remote control<br>The description will appear on the grant below the equipment class |
| Model Number <sup>3</sup> :                       | X220104<br>The model number will not appear on the grant  |

### Application Purposes

|                     |  |
|---------------------|--|
| Type of Application | <p><input checked="" type="checkbox"/> Original Certification</p> <p><input type="checkbox"/> Change in identification of presently authorized equipment:<br/>Original FCC ID:                      Grant Date:</p> <p><input type="checkbox"/> Class II permissive change or modification of presently authorized equipment</p> |
|---------------------|--|

### Composite/Related Equipment

|                     |  |
|---------------------|--|
| Composite Equipment | <p>Is the equipment in this application a composite<sup>1</sup> device subject to an additional equipment authorization? (example, product is classified with different equipment codes such as DTS &amp; UNII)</p> <p><input type="checkbox"/> Yes                      <input checked="" type="checkbox"/> No</p>  |
| Related Equipment   | <p>Is the equipment in this application part of a system that operates with, or is marketed with, another device that requires an equipment authorization?</p> <p><input type="checkbox"/> Yes                      <input checked="" type="checkbox"/> No</p>   |
| Related FCC ID      | <p>If either of the above questions is answered "yes", complete the following question:</p> <p><input type="checkbox"/> has been granted under the FCC ID(s) listed below</p> <p><input type="checkbox"/> is in the process of being filed under the FCC ID(s) listed below</p> <p><input type="checkbox"/> is pending with the FCC under the FCC ID(s) listed below</p> <p><input type="checkbox"/> has a mix of pending and granted statuses under the FCC ID(s) listed below:</p> <p style="margin-left: 40px;">i. FCC ID:</p> <p style="margin-left: 40px;">ii. FCC ID:</p> <p style="margin-left: 40px;">iii. FCC ID:</p> <p style="margin-left: 40px;">iv. FCC ID:</p> |

### Test Firm Contact Details

|                      |                            |
|----------------------|----------------------------|
| Company Name:        | Nemko SPA                  |
| First Name:          | Ralph                      |
| Middle Name:         |                            |
| Last Name:           | Spanevello                 |
| Company Address:     | Via Del Carroccio 4        |
| City:                | Biassono                   |
| Province/State:      | MB                         |
| Postal Code:         | 20853                      |
| Country:             | Italy                      |
| Title:               | Accreditation manager      |
| Phone Number & ext.: | +390392201201              |
| Email:               | Ralph.Spanevello@nemko.com |

### Equipment Specifications

| Low frequency MHz | High frequency MHz | Rated RF power output, W | Frequency tolerance, %, HZ, ppm | Emission designator | FCC Rules Parts | Microprocessor model number |
|-------------------|--------------------|--------------------------|---------------------------------|---------------------|-----------------|-----------------------------|
| 434.35            | 434.35             |                          |                                 | 434KMMD             | 15C             |                             |
|                   |                    |                          |                                 |                     |                 |                             |
|                   |                    |                          |                                 |                     |                 |                             |
|                   |                    |                          |                                 |                     |                 |                             |

**Certification**

**Read each certification carefully before answering and signing this application.**

Willful false statements made on this form are punishable by fine and imprisonment (U.S. code, Title 18, Section 1001), and/or revocation of any station license or construction permit (U.S. code, Title 47, Section 312(a)(1)), and/or forfeiture (U.S. code, Title 47, Section 503).

**Section 5301: Anti-drug abuse certification**

|                               |   |
|-------------------------------|---|
| Certification                 | <p>The applicant must certify that neither the applicant 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 because of a conviction for possession or distribution of a controlled substance.</p> <p>Does the applicant or authorized agent so certify?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>  |
| Applicant/Agent Certification | <p>I certify that I am authorized to sign this application. All of the statements herein and the exhibits attached hereto, are true and correct to the best of my knowledge and belief. In accepting a Grant of Equipment Authorization as a result of the representations made in this application, the applicant is responsible for (1) labeling the equipment with the exact FCC ID specified in this application, (2) compliance statement labeling pursuant to the applicable rules, and (3) compliance of the equipment with the applicable technical rules. If the applicant is not the actual manufacturer of the equipment, appropriate arrangements have been made with the manufacturer to ensure that production units of this equipment will continue to comply with the FCC's technical requirements.</p> <p>In signing this agreement, I also recognize and accept the terms and conditions detailed overleaf which constitute the certification agreement with Nemko for the purposes of this application.</p> <p>Authorizing an agent to sign this application is done solely at the applicant's discretion; however, the applicant remains responsible for all statements in this application.</p> <p>If an agent has signed this application on behalf of the applicant, a written letter of authorization which includes information to enable the agent to respond to the above section 5301 (Anti-Drug Abuse) Certification statement has been provided by the applicant. It is understood that the letter of authorization must be submitted to the FCC upon request, and that the FCC reserves the right to contact the applicant directly at any time.</p> |

**Signature of Authorized Person Filling**

|                         |  |
|-------------------------|--|
| Name of Applicant:      |  |
| Title of Applicant:     |  |
| Signature of Applicant: |  |
| Date:                   |  |

**Agent Details (if the agent has signed the application)**

|                     |  |
|---------------------|--|
| Company Name:       |  |
| First Name:         |  |
| Middle Name:        |  |
| Last Name:          |  |
| Company Address:    |  |
| City:               |  |
| Province/State:     |  |
| Postal Code:        |  |
| Country:            |  |
| Title:              |  |
| Phone Number & ext: |  |
| Email:              |  |

## Certification Agreement

|   |  |
|---|--|
| 1. Participation                              | The Applicant recognizes the value of an independent product certification system and desires to participate in the Nemko North America, Inc. (Nemko) Product Certification Program.   |
| 2. Demonstration of compliance                | Evidence of compliance with the requirements of the Certification Program is intended to be demonstrated through the issuance of a certificate, application of a Certification Mark or regulatory Label affixed to compliant products and listing with applicable regulatory authorities. It is understood that certification shall only be used to indicate compliance with the specific standards used for the certification.  |
| 3. Control of mark                            | <p>Nemko is required to maintain strict control over the application of the Certification Mark or Label. This is done through a program of testing, evaluation, documentation, audit, and follow-up surveillance activities.</p> <p>Control of the Certification Mark is on a per-product and per-label basis.</p>   |
| 4. Access                                     | The Applicant agrees to allow access to requested samples and other reasonably requested information necessary to maintain and evaluate compliance with program requirements.  |
| 5. Advertising                                | The Applicant may use appropriate references to the Nemko Certification Mark in advertising materials in accordance with the limitations and requirements of the respective certification programs.  |
| 6. Program requirements, terms and conditions | The Applicant agrees to abide by all the requirements, terms and conditions of each Certification Program necessary to obtain and maintain certification. The requirements, terms and conditions of the Certification Program are updated periodically for business and regulatory purposes. When the requirements are changed, the Applicant will be notified and, the Applicant agrees to change to maintain compliance or terminate this agreement as set forth below.  |
| 7. Fees                                       | Fees for services, inspections, evaluations, and other certification work will be identified in advance to the Applicant but will be a basis for withdrawing certification if not paid in a timely manner.   |
| 8. Product liability                          | The Applicant retains liability for manufacturing their product.   |
| 9. Indemnity                                  | <p>Applicant agrees, unless due to Nemko’s negligence or breach of this agreement, to indemnify and hold harmless Nemko, 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:</p> <ol style="list-style-type: none"> <li>Any breach by Applicant of the terms of this Agreement, including without limitation any failure to abide by the Requirements,</li> <li>Any use of the Equipment, Process or Service in any manner that is not consistent with the Requirements,</li> <li>Any use of the Certification Mark or other registered Nemko marks not authorized by Nemko in this Agreement or otherwise,</li> <li>Any inspection under this Agreement</li> <li>Any event that occurs during the testing of the Equipment, and</li> <li>Any failure to make a material disclosure, or other misrepresentation, whether intentional or unintentional, made by Applicant to Nemko, but excluding any such liability, loss, cost, damage, legal fees or expense caused by any negligence or willful misconduct of Nemko, whether in acting or omitting to act, in granting the Certification Mark or other registered Nemko marks.</li> </ol> |
| 10. Termination by applicant                  | This Agreement may be terminated by Applicant at any time upon written notice to Nemko.  |
| 11. Termination by Nemko                      | This Agreement may be terminated by Nemko at any time upon notice, in writing, to Applicant if Applicant fails to comply with any of the terms and conditions of this Agreement, for non-payment of outstanding accounts, or, without cause upon 30 days prior notice, in writing, to Applicant.   |
| 12. Procedure of termination                  | Upon the termination of this Agreement, the Applicant shall forthwith cease the use of the Certification Mark, Certificate and Labels, and return to Nemko the Certificate. Termination of this Agreement by whatever means shall not affect any liability of the parties existing as of the date of such termination and shall not relieve Applicant of its obligation to indemnify Nemko hereunder.  |
| 13. Term                                      | This Agreement shall continue in effect for the lifetime of any certified product from the date of this Agreement.   |
| 14. Jurisdiction of venue                     | <p>It is expressly understood and agreed by the parties that each has entered into this agreement in Ottawa, Ontario, Canada.</p> <p>Additionally, it is understood and agreed that any breach of this agreement or other determination in reference to the same shall be brought in accordance with the laws of the Province of Ontario in either Provincial or Federal Court and that venue lies exclusively in Ottawa, Ontario, Canada.</p>   |

**Program requirements, terms and conditions**

|                               |  |
|-------------------------------|--|
| 1. Certification of equipment | <p>When a Certificate of Compliance is issued and applicable listing with the Authority having Jurisdiction, the Applicant is granted a non-exclusive, non-transferrable, non-assignable license to represent the Equipment as Certified and to use the Certification Mark specified in the manner set forth in the certification program requirements. Equipment shall be represented as certified only if it is marked as set forth in the certification program requirements.</p>   |
| 2. Labels                     | <p>When the Labeling Endorsement authorizes Applicant to affix the Certification Mark as part of the Label:</p> <ul style="list-style-type: none"> <li>a) Labels shall not contain the Certification Mark without the prior knowledge and written consent of Nemko;</li> <li>b) Authorization to use the Certification Mark may be withdrawn by Nemko or its Representative for failure to comply with any part of this Agreement;</li> <li>c) For products in production and in stock, Nemko or its Representative may require removal of the Nemko Mark or Label, or require that the product be made to comply with Nemko's requirements;</li> <li>d) For products already shipped, Nemko or its Representative may require recall of such product for either removal of the Certification Mark or Label, or for reworking of the product so that the product is made to comply with Nemko's requirements</li> </ul>  |
| 3. Advertising                | <p>Nemko will permit the use of appropriate references to Nemko or the text set out in the certification documents, in communication media such as advertising or promotional material solely in connection with the specific products that bear the Certification Mark, provided that in the opinion of Nemko the materials comply with the requirements of Nemko and the certification scheme. Materials shall in no way use the product certification issued by Nemko to create an impression as to the nature of Nemko's findings, coverages or Service that is misleading, nor brings Nemko into disrepute. The use of advertising material making reference to the Nemko certification shall be immediately discontinued in the event of suspension, withdrawal or termination of certification</p>  |
| 4. Compliance                 | <p>The Equipment, Process or Service represented as Certified shall comply with all the Certification Program Requirements. On-going surveillance activities are performed for which fees will be payable by the certificate holder.</p>   |
| 5. Inspections                | <p>In accordance with the certification scheme, Nemko may perform unannounced inspections at the Factory, or other premises for the purposes of monitoring continuing compliance of Applicant's Equipment with the requirements of certification.</p>  |
| 6. Factory regulations        | <p>Nemko shall direct its Representatives to exercise due care in complying with factory policies as required while on-premises.</p>   |
| 7. Free access                | <p>Any Nemko Representative or other party as required under accreditation or by law, shall have, at all times, during normal business hours, without advance notice, free and immediate access to any factory and/or facilities and to the places where the Equipment may be designed, manufactured, processed, tested, stored or located, and shall receive the full cooperation of Applicant's staff to facilitate the inspection. Such personnel shall have access to necessary materials and records to assist only in determining compliance with the Certification Program Requirements.</p>  |
| 8. Extent of access           | <p>The right of a Nemko Representative to obtain such free access shall not be conditional upon the execution by the Representative or Nemko of any agreement, waiver or release which in any way affects the Representative's legal rights or the rights or obligations and any such document executed in contravention of this provision shall be without force or effect.</p>   |
| 9. Samples                    | <p>Although Nemko attempts to keep the need for samples to a minimum, the Applicant shall furnish without cost to Nemko such samples of Equipment as may be required from time to time by Nemko for examination and testing purposes. Such samples will be returned at Applicant's expense if requested by Applicant. Nemko shall not be responsible for the condition of such samples as such samples may be damaged or destroyed during testing.</p>   |
| 10. Confidentiality           | <p>Nemko shall not, without Applicant's prior written consent, voluntarily disclose information obtained by Nemko in confidence which the Applicant advises in writing in advance is proprietary, unless such information is already known to Nemko, otherwise available to the public or subsequently acquired from other sources, provided. Nemko may disclose any information to Applicant, Government authorities, accreditation bodies that have entered into similar confidentiality requirements with Nemko, or the public so far as may be prudent to warn the public as to safety and/or use of the equipment, in the opinion of Nemko.</p>   |
| 11. Testing and certification | <p>The rights of Nemko under this Agreement do not relieve Applicant of any part of its obligations under this Agreement.</p> <p>Applicant recognizes that the opinions and findings of Nemko represent its judgment given with due consideration to the type of certification, the necessary limitations of practical operation and in accordance with its objects and purposes. Applicant recognizes that many tests specified in the Requirements may be inherently hazardous and agrees that Nemko neither assumes nor accepts any responsibility for any injury or damage to Applicant's property or personnel that may occur during or as a result of tests, whether performed in whole or in part by Applicant or Nemko, and whether or not any devices, test equipment, facility or personnel for or in connection with the test is furnished by Applicant or Nemko. Nemko has a documented Appeals process through which the applicant may appeal decisions of Nemko.</p> |

|                              |   |
|------------------------------|---|
| 12. Notification to Nemko    | Applicant shall notify Nemko if Applicant discovers that the Equipment has subsequent to certification been found to be potentially hazardous, been or may have been the cause of personal injury or property damage. In cases where the results of examination by an agency other than Nemko were relied upon by Nemko for certification of the Equipment, Applicant shall notify Nemko if Applicant subsequently discovers said results to be invalid. Applicant shall notify Nemko of any proposed modifications to the certified product and await authorization from Nemko prior to applying the Certification label to the modified product. Applicant shall notify Nemko of any other situations that may affect its ability to conform with the requirements for certification. These include, but are not limited to, major changes to the quality management system of the Applicant or associated production facilities, modifications to the production process, changes to key personnel in the organization who could have an effect on conformity of the product, legal status, commercial status, organizational status or ownership. |
| 13. Corrective action        | Upon learning, from any source, that any Equipment that did not comply with the Requirements at the time that such Equipment left Applicant's control, Applicant shall promptly, at its own expense and in consultation with Nemko and applicable authorities having jurisdiction, take all reasonable steps to rework, recall, remove the Certification Mark from, or destroy, all such Equipment, notwithstanding that such Equipment may have been delivered to or is being held on behalf of a wholesaler, dealer, jobber, retailer or consumer, or that title to such Equipment has passed from Applicant, provided, however, that in such event, Applicant's obligations shall be limited to using its best efforts, in good faith, to secure the voluntary return or destruction of such Equipment or the voluntary removal of such Certification Mark by such wholesaler, dealer, jobber, retailer or consumer.   |
| 14. Complaints               | The Applicant is obliged to ensure that a record of all complaints made known to it relating to compliance with the certification requirements and subsequent actions taken with respect to such complaints and any deficiencies found in products that affect compliance with the certification requirements is maintained by all parties to the manufacture of the certified product. The records shall be available for inspection by Nemko representatives.   |
| 15. Temporary restrictions   | Nemko may, in the event of Applicant's default in respect of any terms of this Agreement and in deferral of termination rights, institute temporary restrictions on Applicant's right to represent its Equipment, Process or Service as Certified. Such restrictions may include the use of investigations, inspections or audits in excess of those normally applied, at Applicant's expense.  |
| 16. Changes of record        | Applicant shall immediately notify Nemko when any change is made in the name or address of Applicant. When an assessment of facilities and/or personnel has been a Requirement of certification, changes in any of these matters shall first have been accepted by Nemko.   |
| 17. Termination by applicant | This Agreement may be terminated by Applicant at any time upon written notice to Nemko.   |
| 18. Communications           | Any notice, communication or demand given or made pursuant to this Agreement shall be in writing and delivered by hand, sent prepaid by first class mail or sent by hard copied telecommunication addressed to the other party at its address as set out in the current Endorsement (unless amended by notice). Any such communication shall be deemed to have been received by the fifth business day following the mailing of such communication and when telecommunicated, shall be deemed to have been received when sent.  |
| 19. Non-assignability        | This Agreement, including the license to use the Certification Mark or Certificate, shall not be assigned by Applicant and shall be binding upon and for the benefit of the parties hereto and their respective successors, administrators, heirs, executors and personal representatives.  |
| 20. Document Reproductions:  | If the applicant provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.   |