

## TCB/FCB - Service Agreement

### Client Responsibilities:

Responsibilities of the Certification Holder:

The certification holder acknowledges and agrees to the following:

The certification holder / grantee shall:

- (a) the certification holder/ grantee always fulfills the certification requirements, including implementing appropriate changes when they are communicated by MiCOM Labs;
- (b) if the certification applies to ongoing production, the certified product continues to fulfill the product requirements;
- (c) the certification holder/ grantee makes all necessary arrangements for:
  - 1) the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and certification holder/ grantee's subcontractors;
  - 2) investigation of complaints;
  - 3) the participation of observers, if applicable;
- (d) the certification holder/ grantee makes claims regarding certification consistent with the scope of certification;
- (e) the certification holder/ grantee does not use its product certification in such a manner as to bring MiCOM Labs into disrepute and does not make any statement regarding its product certification that MiCOM Labs may consider misleading or unauthorized;
- (f) upon suspension, withdrawal, or termination of certification, the certification holder/ grantee discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;
- (g) if the certification holder/ grantee provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;
- (h) in making reference to its product certification in communication media such as documents, brochures or advertising, the certification holder/ grantee complies with the requirements of MiCOM Labs or as specified by the certification scheme;
- i) the certification holder/ grantee complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;
- (j) the certification holder/ grantee keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to MiCOM Labs when requested, and:
  - 1) takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;

2) documents the actions taken;

(k) the certification holder/ grantee informs MiCOM Labs, without delay, of changes that may affect its ability to conform with the certification requirements. (Some examples of this may be, but are in no way limited to, the following product modifications. Changes in the chassis material, chassis gasket methodology / material, grounding, antenna gain, antenna type, shielding material, modification of transmissions lines, changes to transmission line matching circuitry, operating duty cycle, change of product usage, operating frequency, bandwidth, transmit power / EIRP).

l) MiCOM Labs shall exercise the control **as specified by the certification scheme** over ownership, use and display of licenses, certificates, marks of conformity, and any other mechanisms for indicating a product is certified.

Incorrect references to the certification scheme, or misleading use of licenses, certificates, marks, or any other mechanism for indicating a product is certified, found in documentation or other publicity, shall be dealt with by suitable action by MiCOM Labs.

(m) The certification holder / grantee are required to make provision to have 'production' samples available for at least one year after the last production date and may be required to submit samples of the equipment for post-market surveillance testing in accordance with the current FCC and Industry Canada requirements. These samples may be requested, at any time, by either MiCOM Labs; the FCC; or Industry Canada.

n) Confidentiality - MiCOM Labs will hold all forms and documents that make up the certification application confidential and will not release any information to third parties without written consent from the applicant.

There are cases where it is necessary for MiCOM Labs to forward confidential application information to the regulatory body as required by law. An example of this would be the requirement by the FCC and Industry Canada that application documents be uploaded to their web sites in order to issue certification or be listed in the REL (Radio Equipment List).

o) All conditions in this Service Agreement are based on current FCC & IC requirements. In case of conflict the latest FCC and IC requirements will take precedence over this agreement.

### **US Federal Communications Commission / Canada, Industrie Canada:**

MiCOM Labs must provide all application documents to the FCC and Industrie Canada

**The following documents WILL BE publically available on the FCC web site after certification is granted:**

- *Test Reports (RF, EMC, SAR, HAC etc..)*
- *External product photos.*
- *Internal product photos.*
- *Cover letters (confidentiality requests, etc)*
- *User manual(s)*
- *Label drawings and label placement drawings*

Currently, none of the documents provided to Industrie Canada are made available to the public. However specific information regarding the product will be available to the public on the Industrie Canada web site. (However clients should note that items may be subject to disclosure under the provisions of "Access to Information Act")

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**The following information will be publically viewable on the Industrie Canada web site.**

- Certificate Holder, name and address and contact information
- Operating frequency range of the certified product
- Transmit power (and / or EIRP / field strength) of the certified product
- Applicable RSS Standard
- Emission designation
- Product technical details requested in MiCOM Labs Industry Canada Certification Application form # RSP-100

### **Electronic Signatures**

MiCOM Labs uses an event driven cloud based system to manage certification programs. Client electronic signatures may be used on an as needed basis at key stages in the certification process as a record of agreement/acknowledgement on application and certification details.

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**General Terms and Conditions:****PRICES AND PAYMENT.**

Standard payment 50% of the total paid prior to any certification evaluation activity. Remaining balance must be paid before final product certification will be granted. All invoices generated are in \$US. Payment must be in \$US.

MiCOM Labs is dependent upon information/declarations etc. provided by the client and estimates are based on the information available at the time of estimate and subject to change based on subsequent information received from the client.

**CANCELLATIONS**

Any cancellations received after the submission of the application will result in the forfeiture of the initial 50% deposit.

**ESTIMATE**

This document is for estimation purposes only. If the scope of the certification changes, additional fees may be incurred. The estimate is valid for a period of 30 days after estimate date. If, during the course of the application evaluation, it becomes apparent that in increase in the scope of the certification is required, additional fees may be charged for the completion of the evaluation.

**DOCUMENTATION**

Documentation required for evaluation of the certification application must be transmitted to the Certification Administrator in its entirety. Technical evaluation of the application will not begin until the application documentation is deemed complete by the Certification Administrator.

Requests for additional application documentation (corrected / additional forms; attestation letters, application exhibits, technical information, etc) shall be delivered to the Certification Administrator within 60 days of the request. Failure to provide the requested documentation within this timeframe may result in dismissal of the certification application or may incur an additional fee.

**MISCELLANEOUS**

MiCOM Labs does not guarantee certification will be granted as a result of compliance testing. MiCOM Labs will assist in addressing technical queries from regulatory administrations based on the tests performed. MiCOM Labs will not become involved in activities that could possibly be described as "consulting".

In the case where MiCOM Labs uses a subcontractor, MiCOM Labs is responsible to the client for the subcontractor's work.

Incorrect references to the certification system/scheme or misleading use of licenses, certificates, marks, or any other mechanism for indicating a product is certified, found in advertisement catalogues, etc. will be dealt with by suitable action on the part of MiCOM Labs and/or the appropriate regulatory authority.

I acknowledge and agree to the above terms and conditions in their entirety

**Signature:**

**Date:**

**November 17, 2017**



**Name:** In Jong, Na

**Title:** R&D Hardware Engineer

**Company:** DSGLOBAL CO., LTD.