



Request for Confidentiality

Date: 25th July 2020

Subject: Confidentiality Request for: FCC ID: KRE-E2-IP-PA500AH

Pursuant to FCC 47 CFR 0.457(d) and 0.459 and IC RSP-100, Section 10, the applicant requests that a part of the subject FCC application be held confidential.

| Type of Confidentiality Requested | Exhibit |
|-----------------------------------|---|
| Permanent | Block Diagrams |
| Permanent | Internal Photos |
| Permanent | Operation Description/Theory of Operation |
| Permanent | Parts List & Placement/BOM |
| Short Term | IP Power Amplifier Manual |
| Permanent | Schematics |
| Short Term | Test Setup Photos |
| t | |

Explanation as to Confidentiality

RF Technology has spent 4 years and substantial effort in developing this product as a software designed radio it is one of the first in our knowledge of its kind. The uniqueness of the programmability of the features and different protocols by software and using IP as its core characteristic is an industry first. A number of the features use techniques and sophisticated algorithms that are patentable however we do not have the resources to pursue these. Having the subject information easily available to "competition" would negate this advantage. Not protecting the details of the design will result in financial hardship which in all likelihood would destroy the company. The internal photos are not accessible by unauthorized parties as one of the screw ports is riveted closed and seal is added which cannot be removed without damage.

Permanent Confidentiality:

The applicant requests the exhibits listed above as permanently confidential be permanently withheld from public review due to materials that contain trade secrets and proprietary information not customarily released to the public.

Short-Term Confidentiality:

The applicant requests the exhibits selected above as short term confidential be withheld from public view for a period of 180 days from the date of the Grant of Equipment Authorization and prior to marketing. This is to avoid premature release of sensitive information prior to marketing or release of the product to the public. Applicant is also aware that they are responsible to notify the FCC or Timco Engineering Inc in the event information regarding the product or the product is made available to the public. The documents listed above would then be released for public disclosure pursuant to FCC Public Notice DA 04-1705.

NOTE for Industry Canada Applications:

The applicant understands that until such time that IC distinguishes between Short Term and Permanent Confidentiality, either type of marked exhibit above will simply be marked Confidential when submitted to IC.

Sincerely,

By: Frank Romanin CEO



RESELLER PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of December by and between _____ (hereinafter referred to as RESELLER), whose principal place of business is located at _____ and _____ and **RF Technology**, a proprietary limited company whose principal place of business is located at Unit 46, 7 Sefton Road, Thornleigh, New South Wales, AUSTRALIA 2120 (hereinafter referred to as "RF Technology").

WHEREAS RF Technology has a program available to RESELLER desiring to become an RF Technology Certified System Reseller; and

WHEREAS RESELLER desires to participate in the Reseller Program.

NOW THEREFORE, the parties hereto agree as follows:

I. RESELLER OBLIGATIONS

The RESELLER, during the term of this Agreement, shall:

- A. Function as a sales outlet, first line technical support, and installer of RF Technology products and other wireless data system components as required within the exclusive territory specified in **Exhibit C** of this Agreement.
- B. Maintain a service and support staff that is technically proficient in RF Technology products.
- C. Support RF Technology direct sales through installation services, the sale of maintenance contracts and supplemental equipment orders.
- D. Agree to solely bid RF Technology products when RESELLER receives the lead or any other information about a sales opportunity from RF Technology. RESELLER further agrees to keep confidential from competitive entities all pricing and customer leads generated by RF Technology.
- E. RESELLER will participate in the RF Technology Wireless IP mobile data technology Reseller training course. The training will prepare RESELLER to become the primary contact and source for customer technical support for systems sold by RESELLER. This training course requirement does not apply to existing resellers who have previously sold RF Technology systems; however, existing resellers are encouraged to request and participate in supplemental training programs, as they deem necessary.
- F. Submit purchase orders which, at a minimum, shall include a list of the products being ordered, the name and contact information of the end-user (for warranty records), quantity and aggregate net price for each product, requested delivery date and location, location to which invoices shall be rendered for payment, RESELLER's purchase order number, and end-user TX/RX frequencies when applicable. RF Technology reserves the right to accept or reject each order based on the information provided.
- L. Not export, directly or indirectly, any product without first obtaining an export license from the U.S. Department of Commerce, or any other agency or department of the United States Government, as required.
- M. Abide by the terms of RF Technology's returns and restocking program. Requests for Product returns for reasons other than warranty repair must be approved in advance by RF Technology, and any subsequent credit to RESELLER's account may be subject to a restocking fee based on the condition of the Product, as determined by RF Technology's inspection. The minimum fee shall be no less than 20% of the purchase price, excluding shipping charges and taxes. For all factory returns, RESELLER shall contact RF Technology's Customer Service Department and request a Return Material Authorization (RMA) number. Equipment and accessory items to be returned that were not manufactured by RF Technology will be subject to the restocking policy of the manufacturer thereof.

RESPONSIBILITIES OF RF Technology

RF TECHNOLOGY, during the term of this agreement shall:

- A. Provide a three-day training program for RESELLER at RF Technology headquarters or at RESELLER's location. Additional charges apply for training at locations other than RF Technology headquarters and will be arranged on a case-by-case basis, upon request. RESELLER pays all travel expenses for its employees whether training is at RF Technology headquarters or at the RESELLER's location. Training will include:
 - RF Technology's standard Wireless IP Mobile Data Technology Reseller Classroom and Hands-on Training Course.
 - Assisting RESELLER in determining which RF Technology products to use in RESELLER's market.
 - Assisting RESELLER in the development of system configurations to be marketed by RESELLER.
 - Assisting RESELLER in developing sales plans and quote/proposal generation.
 - Maintaining RF Technology systems and support of the RESELLER and its customers.
 - Provide discounted prices for Products.
- B. Confirm certification to the RESELLER upon successful installation of the RESELLER's first system.
- C. Provide phone support on a 5 x 8 basis (PST) for all RF Technology manufactured products including, but not limited to mobile radios, base stations, power amps, and Network Controller & Message Switch software.
- D. Direct qualified opportunities in the assigned territory to RESELLER.
- E. When feasible, help promote RESELLER and RF Technology products by assisting and participating in the following sales and marketing activities:
 - Sales training at RESELLER's location
 - Trade shows and technical seminars
 - Sales calls
- F. Provide warranty services as described in Exhibit E, and system engineering and on-site services.

II. AGREEMENT TERM

The term of this Agreement shall commence on the date both parties have executed this Agreement, and unless modified or earlier terminated in accordance with Section XVIII, Termination and Remedies, shall continue for a period of twelve (12) months. The termination or amendment of this Agreement shall not affect the obligations of either party for any existing order issued under this Agreement. The order shall continue in effect on a month-to-month basis unless otherwise agreed in writing by either of the parties.

III. APPOINTMENT OF RESELLER AND RESELLER TERRITORY

RF TECHNOLOGY hereby appoints RESELLER as its exclusive reseller in the territory specified in Exhibit C, and grants an exclusive right to sell and distribute the products supplied by RF Technology in that territory. RF TECHNOLOGY retains the right to sell directly and through other authorized agents.

IV. PURCHASE AND SALE OF PRODUCTS

- A. Terms and Conditions of Sale. Unless otherwise provided for in writing by RF Technology, it is understood and agreed that all sales are made in accordance with the terms and conditions contained herein and in Exhibit B, Standard Terms and Conditions of Sale. In the event of any conflict between the terms and conditions contained in this Agreement and the terms and conditions contained in Exhibit B, the terms and conditions of this Agreement shall prevail.
- B. Pricing. The products and pricing available to RESELLER from RF Technology are listed in Exhibit A. All prices are based on delivery and sale of the products in the United States, U.S. Jurisdictions, U.S. Government (OCNUS), and Canada. RF Technology may change any of such prices from time to time upon giving RESELLER at least thirty (30) days written notice of its intent to do so. All shipments resulting from purchase orders received by RF Technology from RESELLER on or after the effective date of the price change will be subject to the new price. The old price, if lower, will be honored for up to ninety (90) days if RESELLER provides written notice to RF Technology of an outstanding customer quotation or an

existing commitment on a bid response.

- C. Payment Terms. All payment terms are net thirty (30) days from date of invoice, subject to the approval of RF Technology of the amount and terms of credit. RF Technology reserves the right at any time to remove any credit extended to RESELLER if payment is in arrears, or if RESELLER's credit worthiness does not warrant further extension of credit. Each shipment shall be invoiced and paid for when due without regard to other scheduled deliveries.
- D. Partial Shipments. If RESELLER grants approval for partial shipments, each partial shipment shall be deemed a separate sale, and payment therefore shall become due in accordance with RF Technology's standard payment terms.
- E. Third Party-Assisted Sales. RF Technology contracts with manufacturer's representatives and integrators in the United States and internationally. In the event that a manufacturer's representative or integrator is significantly involved in the sales process, resulting in the RESELLER accepting a purchase order from the customer, the RESELLER discount may be reduced by up to, but not to exceed 10%. In the event that a manufacturer's representative or integrator sells a system through an established RESELLER, the level of previous involvement in the account by the RESELLER will determine the level of discount reduction. RESELLERS who document sales calls and accurately forecast opportunities will retain a higher discount level.

XII. EXCLUSIONS

RF TECHNOLOGY is not responsible for any expenses or liabilities derived from RESELLER supplied equipment from other manufacturers; changes to products not manufactured by RF Technology; or unauthorized changes to products manufactured by RF Technology.

XIII. LIMITED WARRANTY AND PRODUCTS RETURNED UNDER WARRANTY

RF TECHNOLOGY manufactured Products sold to RESELLER are warranted by RF Technology in accordance with RF Technology's limited warranty (Exhibit E), as it exists on the date of sale. RESELLER and RF Technology acknowledge that this limited warranty may be amended and supplemented from time to time, and also jointly agree that the warranty term for all Products shipped by RF Technology to RESELLER or RESELLER's end user customer shall commence upon the date of shipment of the Products. The RESELLER is prohibited from opening the Products or in any way tampering or attempting to work on any of the internal circuitry of the Products

RESELLER covenants not to obligate or purport to obligate RF Technology by issuing or making verbally or in writing any other warranties or guarantees or representations amounting to warranties with respect to any of the Products.

XIV. PRODUCT CHANGES

RF TECHNOLOGY reserves the right, at any time, to make substitutions and modifications to the Products upon thirty (30) days prior written notification to the RESELLER. RF Technology also reserves the right, without incurring any liability, to discontinue the manufacture, sale or support of any Product covered by this Agreement upon ninety (90) days written notice to RESELLER. Upon receipt of the Product discontinuance notice, RESELLER shall notify RF Technology in writing if RESELLER has existing, pre-approved customer contracts or commitments made in bid responses which require Product availability and support beyond the ninety (90) day notice period. If a functionally equivalent replacement Product is not offered by RF Technology, then no Product discontinuance shall occur without the written agreement of RESELLER and RESELLER's end customer, and RF Technology will continue to manufacture, sell, and support the Product until such time as RESELLER's commitments to its end customers have been fulfilled.

XV. SOFTWARE LICENSE

Software programs are licensed pursuant to the terms and conditions of RF Technology's software license. Distributed software is licensed for use by the end user only. RF Technology retains title and ownership of the software at all times. This license is not a sale of the software or any copy thereof. RESELLER agrees not to modify, adapt, translate or create derivative works based on the software without the prior written consent of RF Technology. RESELLER or RESELLER's end user agree not to I) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming or interoperability interfaces of the software by any means whatsoever

or ii) remove any product identification, copyright or other notices.

XVI. CONFIDENTIAL INFORMATION

During the term of this Agreement, one party (hereinafter the "Disclosing Party") may disclose to the other party (hereinafter the "Receiving Party") information that the Disclosing Party considers proprietary and confidential including but not limited to the information detailed in clause XVII hereof. Each party agrees to maintain in confidence and not disclose or copy any information or data that is marked "Confidential" or "Proprietary" and is provided to the other party under the terms of this Agreement. Each party agrees to use the other party's confidential information only as authorized in this Agreement and to use at least the same degree of care used to protect its own confidential information during the term of this Agreement. The obligations herein contained will expressly survive the expiration or termination of this Agreement for a period of two years.

The provisions of the preceding subsection shall not apply to any information which:

- a. is or shall become publicly available without fault on the part of the Receiving Party;
- b. is already known by the Receiving Party prior to receipt from the Disclosing Party;
- c. is independently developed by the Receiving Party; or
- d. is rightfully obtained by the Receiving Party from third parties without restriction

XVII. INTELLECTUAL PROPERTY RIGHTS

All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, source code, object code, patents, patent applications, know-how, computer and/or Product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for RF Technology in the production of any Product or the performance of any services sold, rendered or licensed hereunder will be and remain the sole property of RF Technology. No Photographs or any other replication shall be made of the internal boards constituting any of the products..

XVIII. TERMINATION AND REMEDIES

- A. Termination for Default or Insolvency. This Agreement may be terminated by either party upon default or breach of any of the terms and conditions of this Agreement by the other which is not remedied within thirty (30) days after written notice of such breach or in the event either of the parties become insolvent and makes an assignment for the benefit of creditors, offers a composition or extension to creditors, or upon commencement of proceedings in bankruptcy or proceedings for dissolution, liquidation, or an arrangement, reorganization, or readjustment of any of the party's debts under state or federal law now or hereinafter enacted for the relief of debtors whether instituted by or against the party.
- B. Termination for Convenience. In addition to any other rights of RF Technology or RESELLER, either party may terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days prior written notice to the other party. Upon termination, the parties agree to adhere to the effect of termination set forth below.
- B. Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) RESELLER shall immediately return to RF Technology, without charge to RF Technology, all promotional and marketing literature and other materials relating to RF Technology products then in RESELLER's possession if such material was not directly purchased by RESELLER; (b) RESELLER shall forthwith cease all use of RF Technology Trademarks and will not use any mark which is confusingly similar to any RF Technology Trademark; (c) RESELLER will remit payment on all outstanding invoice amounts; and (d) RESELLER will immediately cease all representations that it is a RESELLER of RF Technology. RESELLER will not be entitled to any reimbursement in any amount for any training, market development, unused co-op advertising funds, or other costs expended by RESELLER before the termination or expiration of this Agreement, nor shall RF Technology have any obligation to compensate RESELLER for lost profits or for any incidental or consequential damages, regardless of the reason for, or method of, termination or expiration of this Agreement.

XIX. GENERAL PROVISIONS

- A. If any provision of this Agreement is wholly or partially invalid or unenforceable, such invalid or unenforceable provision will be severable from the remainder of the Agreement, and such remainder will be interpreted as if the invalid or unenforceable provision had not been a part of it.
- B. The validity, performance, and construction of these terms and conditions shall be governed by the laws of the State of California, without giving effect to the conflict of law principles thereof.
- C. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in the county of Los Angeles in the State of California in accordance with the rules of the American Arbitration Association.
- D. This Agreement represents the entire accord between the parties with respect to the subject matter of this Agreement. No documents or representations other than this Agreement and its accompanying Exhibits shall be used in interpreting it.
- E. Any notices required to be given under this Agreement will be given in writing and either mailed by prepaid certified mail return receipt requested, or sent by telex or other visible form of electronic media, or delivered to the addresses stated below or to such other address as either party may substitute by written notice to the other. Any such notice will be deemed to be received upon the date of receipt, and if delivered, upon the date of delivery.
- F. Neither party may, without the other party's prior written approval, voluntarily or involuntarily assign, convey, transfer, pledge, mortgage, or otherwise encumber all or any portion of its interests in this Agreement except to a party controlling, controlled by, or under common control with such party.
- G. Each party shall comply with all applicable laws, statutes, and regulations relating to the sale and distribution of the Products and the performance of its duties and obligations hereunder.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives as of the day and year below.

RF TECHNOLOGY PTY LTD.

Reseller:

| |
|---------------------------------|
| X |
| Dan Cicchetti VP, Operations |

By: _____
(Authorized Signatory)

Name: _____
Title: _____
Date: 11 December 2015

By: _____
(Authorized Signatory)

Name: _____
Title: _____
Date: _____

EXHIBIT A

EXHIBIT B

STANDARD TERMS AND CONDITIONS OF SALE

As used herein, "Buyer" shall denote any person or company that seeks to purchase Products from RF Technology, and "Seller" shall denote RF Technology Pty Ltd located at Unit 46, 7 Sefton Road, Thornleigh, New South Wales, Australia 2120.

1. **ACCEPTANCE.** Unless otherwise provided for in writing by Seller, it is understood and agreed that all sales are made in accordance with the terms and conditions contained herein. In the event of any conflict or inconsistency, these terms and conditions shall take precedence over any terms and conditions that may appear in Buyer's purchase orders. Seller shall not be bound by Buyer's terms and conditions unless expressly agreed to in writing by Seller. In the absence of written acceptance of the terms and conditions herein, acceptance of or payment for any of the Products covered hereby shall constitute an acceptance of these terms and conditions. As used in these terms and conditions, "Products" shall mean and include the Products, components, services, repairs, software or subassemblies sold by Seller.
2. **SHIPMENT.** All Products will be shipped ex-works. Seller shall use its reasonable best efforts to ship the Products according to the schedule requested by Buyer, provided that under no circumstances will Seller be liable for any loss, expense, or damage incurred by Buyer if Seller fails to meet the requested delivery schedule. Seller may have the right to make partial shipments as mutually agreed by Seller and Buyer, and each partial shipment shall be deemed a separate sale, and payment therefore shall become due in accordance with Seller's standard payment terms. In the absence of specific instructions from Buyer, Seller will select the carrier for shipment, but by doing so, the carrier shall not be construed to be the agent of Seller.
3. **TERMS OF PAYMENT.** Products will be invoiced upon shipment, contracted Services shall be invoiced upon completion of such Services by Seller, and extended warranty fees shall be invoiced upon receipt of Purchase Order. All payment terms are net thirty (30) days from date of invoice, subject to the approval by Seller of the amount and terms of credit. Seller reserves the right at any time to revoke any credit extended to Buyer if payment is in arrears, or if Buyer's credit does not warrant further extension of credit. Buyer may be assessed a 1 ½% per month delinquency charge for all invoices that remain unpaid for more than thirty (30) days past their due date. Buyer agrees to pay any and all of Seller's collection costs, including but not limited to reasonable attorney fees and any court costs, in the event that Buyer does not remit invoiced amounts per the payment terms described in these terms and conditions.
4. **TITLE AND RISK OF LOSS.** Buyer shall take title to the Products upon delivery of the same by Seller to a common carrier or to Buyer's representative at the ex-works point, and all risk of loss and expenses (including but not limited to freight charges, export and import duties, and insurance fees) in connection with such Products shall thereafter rest upon Buyer. Buyer shall also be responsible for additional transportation or accessorial charges including switching, spotting, handling, storage, and demurrage unless such charges are included in the applicable tariff freight rate from shipping point to the designated delivery point.
5. **SECURITY INTEREST IN PRODUCTS.** Seller shall retain a purchase money security interest in the Products until Seller has received full payment for the Products. Until payment is received by Seller, the Products shall remain the personal property of Seller, regardless of any interconnection with other equipment or property. Buyer shall perform all acts and execute and deliver all documents that Seller may reasonably request to perfect and retain such purchase money security interest.
6. **TAXES.** All prices are exclusive of all tariffs, customs duties, federal, state, and local excise, sales, use and similar taxes. Buyer will be responsible for such taxes and tariffs, when applicable, unless Seller receives a properly executed, acceptable exemption certificate from Buyer prior to shipment.
7. **FORCE MAJEURE.** In no event shall Seller be liable for any delay or default in its performance of any obligation under these terms and conditions caused directly or indirectly by an act or omission of Buyer, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, or by war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond Seller's reasonable control. At Seller's option and following notice to Buyer, any of the foregoing causes shall be deemed to suspend such obligations of Seller so long as any such cause shall prevent or delay performance, and Seller agrees to make and Buyer agrees to accept performance of such obligations whenever such cause has been remedied.
8. **RADIO STATION LICENSE.** Seller may assist Buyer in obtaining an FCC radio station license(s), but assumes no responsibility for issuance of the license(s). Further, Seller assumes no responsibility for frequency dependent equipment purchased by Buyer before Buyer's receipt of an FCC license(s). If modification or replacement of Seller's Products is subsequently required to meet FCC license requirements, Buyer agrees to assume all associated costs for these modifications or replacements. Seller will invoice Buyer for Products delivered or Services rendered, regardless of Buyer's receipt of an FCC license, and Buyer agrees to remit such invoiced amounts.
9. **COVERAGE, INTERFERENCE, AND UTILIZATION OF THIRD PARTY FACILITIES.** Representations concerning the distance at which usable radio signals will be transmitted and received by any Product supplied hereunder shall not be binding upon Seller unless agreed to in writing by Seller. Seller is not responsible for interference (e.g., co-channel, adjacent, or multipoint), or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference that may affect Product performance over which there is no reasonable control. In the event Buyer provides facilities or utilizes facilities or services supplied by others, such as radio common carrier service or shared repeaters, Seller shall have no responsibility for the availability or adequacy of any such facilities or services.
10. **ENGINEERING SERVICES.** Unless Seller's quote for Services states otherwise, Services are priced on a per job basis. Buyer's acceptance of the quote by issuance of a purchase order obligates the Buyer to pay the total sum quoted for the Services and reciprocally obligates Seller to complete those Services at the prices contained within the Quote.
11. **LIMITED WARRANTY.** Seller warrants that all Products manufactured by Seller will be free from defective material or faulty workmanship for a period of two (2) years from date of shipment by Seller. Extended warranty periods greater than the initial warranty term can be purchased by Buyer at Seller's then published price. In the event of malfunction or other indication of failure attributable directly to defective material or faulty workmanship, Seller will, at its option, repair or replace the defective Product or component to whatever extent it shall deem necessary to restore the Product or component to proper operating condition. Buyer shall contact Seller's Customer Service Department and request a Return Material Authorization (RMA) number, and will return all defective Product to the Seller address provided with the RMA number, with all insurance and freight charges prepaid by Buyer. When returning all Product for warranty service, Buyer also agrees to provide Seller with information concerning the malfunction of the Product, Buyer's return mailing address, telephone number, end user name and location, proof of the original date of shipment from Seller to Buyer, and TX / RX frequencies of the Product. Seller may replace the defective Product with a new or remanufactured, functionally equivalent Product at the option of Seller.

During the warranty period, all labor and materials will be provided without charge to Buyer. Products repaired or replaced by Seller under warranty will continue to be warranted according to the provisions of this Section 11 for the duration of the initial warranty period. Product returned and determined to be out of warranty will be repaired or replaced on a time and materials basis for parts and labor upon receipt of Buyer's Purchase Order. Products returned during the warranty period and found not to be defective following inspection by Seller may be subject to the then current evaluation charge.

Products not manufactured by Seller will be subject to manufacturer's warranty.

Seller will return the Products to Buyer after repair or replacement by the carrier and transportation method chosen by Seller and at Seller's expense. If Buyer elects an expedited transportation method, then Buyer assumes the cost of return shipment.

This limited warranty does not apply to losses or damages to Product that occur in shipment to or from the Seller, required preventative maintenance of Products such as tuning, level setting, or battery replacement, or are due to:

- a. Improper installation, operation, or maintenance
- b. Misuse, accident, negligence or any cause other than ordinary commercial or industrial application
- c. Adjustment, repair, or modification by anyone other than Seller authorized personnel
- d. Excessive or inadequate heating or air conditioning, connection to improper voltage supply, electrical power failures, lightning strikes, or other irregularities
- e. Evidence of tampering or break in the seal or closing mechanism of the units

EXCLUSION OF WARRANTIES: EXCEPT FOR INFRINGEMENT (AS SET FORTH IN SECTION 13 BELOW), THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS SHALL BE ONLY AS STATED HEREIN. NO OTHER REPRESENTATIVE OR PERSON IS AUTHORIZED TO REPRESENT OR ASSUME FOR SELLER ANY LIABILITY IN CONNECTION WITH THE SALE OR WARRANTY OF SELLER'S PRODUCTS OTHER THAN AS SET FORTH HEREIN.

- 12. LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY COMMERCIAL LOSSES, LOSS OF PROFITS OR REVENUES, OR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER RESULTING FROM ANY BREACH ON THE PART OF SELLER OR FROM THE PRODUCTS DELIVERED OR THE SERVICES PERFORMED, WHETHER IN CONTRACT OR TORT, WHETHER OR NOT CAUSED BY A DEFECTIVE PRODUCT OR NEGLIGENCE OR ARISING FROM THE BUYER'S INABILITY TO USE THE PRODUCT EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FROM ANY OTHER CAUSE. SELLER'S LIABILITY FOR LOSS OR DAMAGES SHALL NOT EXCEED THE PRICE PAID SELLER FOR THE PARTICULAR PRODUCT REGARDLESS OF THE FORM OF ANY CLAIM. In addition to the disclaimers of liability expressed in these terms and conditions, Seller shall not have any liability of any kind unless Buyer gives Seller notice of its claim within thirty (30) days after the date Buyer knows or should know of its claim and files suit against Seller within one year after such date.

- 13. INFRINGEMENT INDEMNIFICATION.** Seller warrants that its Products furnished hereunder and any part thereof shall be delivered free of a rightful claim of any third party for infringement of any United States patent, copyright or trademark. If notified promptly in writing and given authority, information and assistance (at Seller's expense), Seller shall defend or may settle any suits or legal proceedings against Buyer so far as such suits or legal proceedings are based on a claimed infringement that breaches this warranty. If any such Product, or any part thereof, is in such suit held to constitute such an infringement and the use of said Product is enjoined, Seller shall, at its expense and at its option, either procure for the Buyer the right to continue using said Product, replace same with a non-infringing Product, modify same so it becomes non-infringing, or remove said Product and refund the purchase price (less reasonable depreciation for use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for infringement by said Products or any part thereof.

The preceding paragraph shall not apply to any Product or part manufactured to Buyer's design specifications, or arising from any use of the Products by Buyer not intended or recommended by Seller. As to any such Product, use or combination, Seller assumes no liability whatsoever for infringement, and Buyer will hold Seller harmless against any infringement claims arising therefrom.

THIS PROVISION IS STATED IN LIEU OF ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTY AGAINST INFRINGEMENT AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR PATENT, COPYRIGHT, AND TRADEMARK INFRINGEMENT OF ANY KIND. IN NO EVENT SHALL SELLER BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES TO BUYER OR ITS CUSTOMERS FROM OR ARISING OUT OF ANY PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT OR CLAIMS THEREFOR.

- 14. RESTOCKING CHARGE.** Requests for Product returns for reasons other than warranty repair must be approved in advance by Seller, and any subsequent credit to Buyer's account may be subject to a restocking fee based on the condition of the Product, as determined by Seller's inspection. The minimum fee shall be no less than 20% of the purchase price, excluding shipping charges and taxes. A Return Authorization Number will be required as detailed in Section 11 above. Equipment and accessory items to be returned that were not manufactured by Seller will be subject to the restocking policy of the manufacturer thereof.

15. GENERAL

- a. Neither Seller nor any of its employees is an agent or representative of Buyer, and the Buyer is solely responsible for obtaining any required authorizations from the Federal Communications Commission or any other relevant governmental agency, body or commission and for compliance therewith.
- b. Neither party shall delegate any duties, nor assign any rights or claims, without the prior written consent of the other, and any such attempted delegation or assignment shall be void.
- c. Each party shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Products and the performance of its duties and obligations hereunder.
- d. These terms and conditions constitute the entire understanding between Seller and Buyer. Any other document, proposal, specification, statement of work, or representation which may amend or supplement these terms and conditions will not be binding unless agreed to in writing by appropriate representatives of both parties.
- e. Every provision of these terms and conditions is intended to be severable. If any provision is held to be invalid or unenforceable by law or by a court of competent jurisdiction, all other provisions will nevertheless continue in full force and effect.
- f. A failure by either Seller or Buyer to exercise, or delay in exercising, any right or power conferred upon it by these terms and conditions shall not operate as a waiver of any such right or power.
- g. The validity, performance, and construction of these terms and conditions shall be governed by the laws of the State of California, without giving effect to the conflict of law principles thereof. The county of Orange in the State of California is hereby designated as the place of trial for any action or proceeding arising out of or in connection with these terms and conditions.
- h. The Buyer acknowledges the manufacturers intellectual property and confidentiality of the product and all components thereof and shall not reproduce tamper with or otherwise copy any or all of the Products or parts thereof including any images thereof

EXHIBIT C

RESELLER TERRITORY

RF TECHNOLOGY grants to RESELLER a non-exclusive right to sell, distribute, and install the products supplied by RF Technology in the counties of:

EXHIBIT D – Not Applicable

REFERRAL AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____ by and between _____ whose principle place of business is located at _____ and RF Technology Pty Ltd, whose principal place of business is located at Unit 46, 7 Sefton Road, Thornleigh, New South Wales, Australia 2120.

The purpose of this Agreement is to make available information to enhance sales opportunities for the parties named below through the exchange of confidential business information. In consideration of the mutual terms, conditions and covenants hereinafter set forth, the parties agree as follows:

1. INFORMATION TO BE SHARED

- a. For their mutual benefit, each party desires to selectively disclose to the other certain business information for the purpose of selling their respective products and services to potential customers.
- b. One party hereto (OWNER) may disclose to the other party hereto (RECIPIENT), information pursuant to this Agreement that the OWNER deems proprietary and confidential.
- c. The RECIPIENT shall use the information obtained from the OWNER only for the purposes provided and will use the same degree of care to avoid disclosure of such information as the RECIPIENT employs with respect to its own proprietary and confidential information of like importance.

2. AGREEMENT TERM

The term of this Agreement shall be only for the duration of the disclosed sales opportunity which is understood by the parties to be one year from the date the RECIPIENT's proposal is made known to the potential customer or the date the potential customer informs those who submitted a proposal that the disclosed opportunity has been cancelled and will not be awarded, whichever occurs first.

3. REFERRALS

If, during the term of this Agreement, either party identifies to the other a specific opportunity, the RECIPIENT agrees to share the proceeds of any resulting sale with the other party under the following conditions:

- a. The market opportunity is revealed only to a party to this Agreement
- b. The information is conveyed by the OWNER to the RECIPIENT in writing.
- c. The RECIPIENT is not already aware of the sales opportunity or in contact with the identified potential customer when the information is received, or the OWNER makes a sales contribution in closing the sale.

4. FEE STRUCTURE

Fees payable for referrals will be based upon the degree of involvement of the party furnishing potential customer information to the RECIPIENT and the total amount of the initial sale only, excluding transportation and taxes, as specified below:

- a. Basic Sales Contribution - OWNER identifies potential customer to RECIPIENT and provides significant information for preparation of a successful proposal. Does not participate in the marketing and closure of the sale. A total fee of 2% of the initial sale will be paid.
- b. Substantial Sales Contribution - OWNER identifies potential customer to RECIPIENT and provides significant information for preparation of a successful proposal. Actively participates in the selling and closure of the sale. A total fee of 5% of the initial sale will be paid.
- c. Sole Source Sales Contribution - OWNER identifies potential customer to RECIPIENT and provides significant information for preparation of a successful proposal. Actively participates in the selling and assures the closure of the sale through incumbency relationship or extraordinary selling efforts that result in a sale without a public procurement action. A fee of 8% of the initial sale will be paid.

5. FEE PAYMENT

RECIPIENT will pay referral fees to the OWNER within thirty (30) days following receipt of the customer's final payment on a qualifying sale.

6. OTHER

- a. In the event of any dispute between the parties arising under or pursuant to the terms of this Agreement, the same shall be settled only by arbitration in the County of Orange, State of California, in accordance with the rules and regulations of the American Arbitration Association. The determination of the arbitrators shall be final and binding upon the parties hereto and may be enforced in any court of appropriate jurisdiction.
- b. This Agreement shall be construed by and governed under the laws of the State of California.
- c. This Agreement contains the entire agreement between the parties concerning the disclosure of confidential information including the identity of potential customers, and correctly sets forth the rights and duties of each of the parties to each other as of this date. Any agreement or representation concerning the subject matter of this Agreement or the duties of the parties not set forth in this Agreement is null and void.
- d. This Agreement may be modified only by mutual consent and terminated at any time by either party by written notification to the other.

The parties agree that the effective date of this Agreement is _____, ____.

RF TECHNOLOGY, LLC.

RESELLER: _____

By: _____
(Authorized Signatory)

By: _____
(Authorized Signatory)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT E LIMITED AND EXTENDED WARRANTY PROGRAMS

RETURN TO FACTORY LIMITED WARRANTY PROGRAM

In the event of malfunction or other indication of failure, RF TECHNOLOGY will repair the defective Product or component to whatever extent it shall deem necessary to restore the Product or component to proper operating condition. Buyer shall contact RF TECHNOLOGY's Customer Service Department and request a Return Material Authorization (RMA) number, and will return all defective Product to the RF TECHNOLOGY address provided with the RMA number, with all insurance and freight charges prepaid by Buyer. When returning all Product for extended warranty service, Buyer also agrees to provide RF TECHNOLOGY with information concerning the malfunction of the Product, Buyer's return mailing address, telephone number, Buyer name and location, proof of the original date of shipment from RF TECHNOLOGY to Buyer, and TX / RX frequencies of the Product. **If RF TECHNOLOGY determines that the unit cannot be repaired, RF TECHNOLOGY will offer a discounted price on a new replacement, functionally equivalent Product.**

During the extended warranty period, all labor and materials will be provided without charge to Buyer. Products repaired by RF TECHNOLOGY under warranty will continue to be warranted for the duration of the extended warranty period. Product returned and determined to be out of warranty will be repaired on a time and materials basis for parts and labor upon receipt of Buyer's Purchase Order. Products returned during the extended warranty period and found not to be defective following inspection by RF TECHNOLOGY will be subject to the then current evaluation charge.

This extended warranty applies only to the original Buyer of RF TECHNOLOGY's Products and may not be reassigned. Products not manufactured by RF TECHNOLOGY will be subject to manufacturer's warranty.

RF TECHNOLOGY will return the Products to Buyer after repair by the carrier and transportation method chosen by RF TECHNOLOGY and at RF TECHNOLOGY's expense. If Buyer elects an expedited transportation method, then Buyer assumes the cost of return shipment.

This extended warranty does not apply to losses or damages to Product that occur in shipment to or from RF TECHNOLOGY, required preventative maintenance of Products such as tuning, level setting, or battery replacement, or are due to:

- Improper installation, operation, or maintenance
- Misuse, accident, negligence or any cause other than ordinary commercial or industrial application
- Adjustment, repair, or modification by anyone other than RF TECHNOLOGY authorized personnel
- Excessive or inadequate heating or air conditioning, connection to improper voltage supply, electrical power failures, lightning strikes, or other irregularities

EXCLUSION OF WARRANTIES: THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS SHALL BE ONLY AS STATED HEREIN. NO OTHER REPRESENTATIVE OR PERSON IS AUTHORIZED TO REPRESENT OR ASSUME FOR RF TECHNOLOGY ANY LIABILITY IN CONNECTION WITH THE SALE OR WARRANTY OF RF TECHNOLOGY'S PRODUCTS OTHER THAN AS SET FORTH HEREIN.

SOFTWARE SUPPORT AND UPDATES

Any RF TECHNOLOGY manufactured system component returned to RF TECHNOLOGY for warranty repair will be updated with the latest software version if RF TECHNOLOGY determines, in its sole discretion, that such update is required to remedy any failure or maintain optimum system performance. Software updates or releases to the IP Network Controller and Message Switch may also be performed remotely through remote connections when available.

TELEPHONIC SUPPORT

Customer support representatives will be available by phone during business hours for assistance with Product issues or failures, and via remote connections for the IP Network Controller (IPNC) and Message Switch software components. In order to qualify for this service, Buyer must provide the facility and credentials for remote access to the IPNC or Message Switch server.

Any IPNC or Message Switch server hardware failure shall be addressed to the server manufacturer.



EXHIBIT F

TIME AND MATERIAL SERVICE RATES

The following published labor rates apply to any in-factory or on-site services performed by RF TECHNOLOGY at the request of a Buyer for all RF TECHNOLOGY manufactured Products whose initial warranty or extended warranty term has expired. RF TECHNOLOGY requires receipt of an open Purchase Order before performing any out-of-warranty services.

Buyer shall contact RF TECHNOLOGY's Customer Service Department and request a Return Material Authorization (RMA) number. Buyer will return all defective Product to the RF TECHNOLOGY address provided with the RMA number, along with information concerning the malfunction of the Product, Buyer's return mailing address, telephone number, Buyer name and location, proof of the original date of shipment from RF TECHNOLOGY to Buyer, and TX / RX frequencies of the Product.

Labor will be invoiced in half-hour increments at the published labor rates stated below. Overtime service will not be expended unless authorized in advance by the Buyer.

FLAT RATE SERVICE REPAIRS

Equipment will be repaired at the following flat rates. If the equipment is not listed below, FACTORY OR FIELD TECHNICIAN SERVICE RATES will apply. ALL UNITS MORE THAN 7 YEARS OLD WILL BE SUBJECT TO TIME AND MATERIALS RATES. Buyer will be notified in advance if equipment cannot be repaired.

| EQUIPMENT | 2 - 5 years old | Greater than 5 years old |
|-----------------|-----------------|--------------------------|
| Mobile Radio | \$325.00 | \$485.00 |
| Base Station | \$845.00 | \$1,260.00 |
| Power Amplifier | \$428.00 | \$638.00 |

FACTORY OR FIELD TECHNICIAN SERVICE RATES

- Standard Service Rate:**
\$150.00 per hour during normal working hours (8:00 A.M. to 5:00 P.M. - Monday through Friday – Pacific Time).
- Overtime Service Rate:**
\$188.00 per hour for all hours in excess of eight (8) hours in any given day during the normal business week (Monday - Friday). This rate also applies to all services performed on Saturdays and Sundays. Overtime labor is subject to a four (4) hour minimum charge.
- Holiday Service Rate:**
\$225.00 per hour for all services performed during any national Holiday or published RF TECHNOLOGY holiday. Holiday labor is subject to a four (4) hour minimum charge.

FACTORY OR FIELD HARDWARE AND SOFTWARE ENGINEERING SERVICE RATES

- Standard Service Rate:**
\$350.00 per hour during normal working hours (8:00 A.M. to 5:00 P.M. - Monday through Friday – Pacific Standard Time).
- Overtime Service Rate:**
\$438.00 per hour for all hours in excess of eight (8) hours in any given day during the normal business week (Monday - Friday). This rate also applies to all services performed on Saturdays and Sundays. Overtime labor is subject to a four (4) hour minimum charge.
- Holiday Service Rate**
\$525.00 per hour for all services performed during any national Holiday or published RF TECHNOLOGY holiday. Holiday labor is subject to a four (4) hour minimum charge.

SYSTEM ENGINEERING SERVICE RATES

- Standard Service Rate:**

\$350.00 per hour during normal working hours (8:00 A.M. to 5:00 P.M. - Monday through Friday – Pacific Time).

2. Overtime Service Rate:

\$438.00 per hour for all hours in excess of eight (8) hours in any given day during the normal business week (Monday - Friday). This rate also applies to all services performed on Saturdays and Sundays. Overtime labor is subject to a four (4) hour minimum charge.

3. Holiday Service Rate

\$525.00 per hour for all services performed during any national Holiday or published RF TECHNOLOGY holiday. Holiday labor is subject to a four (4) hour minimum charge.

SHIPPING

Buyer is responsible for all costs associated with shipping equipment to RF TECHNOLOGY. RF TECHNOLOGY will assume the cost of shipping equipment back to the Buyer. RF TECHNOLOGY will ship the equipment back, when possible, by the same method the equipment was shipped to RF TECHNOLOGY.

MATERIAL

Material will be invoiced at RF TECHNOLOGY's current published list price, less any negotiated discounts that may apply.

MINIMUM CHARGE

All in-factory repairs are subject to a minimum charge of \$150.00. Labor rates are subject to change without notice.

TRAVEL AND EXPENSES FOR ON-SITE SERVICES

Travel and expenses will be invoiced based on the following schedule:

1. Travel Time: Billed in accordance with above hourly labor rates for actual elapsed time from portal-to-portal.
2. Travel – Private Auto: Fifty cents (\$0.50) per mile, based upon actual portal-to-portal distance.
3. Travel – Commercial Carrier: Invoiced at actual cost.
4. Auto Rental: Invoiced at actual cost.
5. Per Diem: Three Hundred dollars (\$300.00) per day.
6. Freight: Shipment of repair parts and/or specialized equipment will be invoiced at actual freight cost.

MISCELLANEOUS

Defective PC boards and assemblies must be returned to RF TECHNOLOGY's factory for repair and cannot be repaired at customer's site.

Trip preparations necessary to provide on-site services will be invoiced at RF TECHNOLOGY's above hourly labor rates.