

ASUSTeK Computer Inc.

4/F, 150 Li-Te Rd., Peitou, Taipei 112, Taiwan, R.O.C.

This **TESTING AND CERTIFICATION AGREEMENT** ("Agreement") is made effective as of the latter date of execution below, by and between American Telecommunication Certification Body (ATCB) and ASUSTeK Computer Inc., collectively referred to as "the Parties".

In consideration of the mutual covenants in this Agreement, ATCB or its subcontractors will perform certification inspection services to determine if Applicant's device(s) are in compliance with the laws, regulations and technical standards (hereinafter "Certification Regulations") of the national authorities specified by Applicant in Schedule A.

1. General

1.1 This Agreement is for the purpose of testing and certification and applies to all tests, audits, and certifications for the Devices, and will be performed in accordance with the Certification Regulations of the national authorities specified in Schedule A.

1.2 ATCB retains full discretion to determine if the Devices are compliant with the Certification Regulations of the Countries. In the event that certification is not issued for the aforementioned Devices, ATCB agrees to advise Applicant in writing of the reasons therefor.

1.3 This Agreement may not be assigned to or acquired by any other person, firm, or corporation without ATCB's written authorization.

2. Scope of Performance

2.1 The scope of performance between the Parties shall be agreed to by contract, purchase order or other mutually agreed-upon schedule or order.

2.2 ATCB may accept test data from any ISO/IEC Guide 25 accredited laboratory or FCC-Listed Laboratory and evaluate the Devices on the basis of this data.

ATCB may also choose to accept test data from ISO Guide 25 accredited laboratories owned by Applicant

if requested for sample purposes (as required by the FCC), client shall supply ATCB, at no charge, with at least one test sample of each Device, including the necessary peripherals, connecting cables, accessories or other hardware or software (hereinafter collectively referred to as "support equipment") required for testing, evaluation, and assessment.

2.5 Applicant shall supply ATCB, at no charge, with all technical documentation and materials required for the testing, evaluation, and assessment of such Devices and support equipment, including pertinent test results and certificates.

2.6 Applicant recognizes that Device samples, including support equipment, may be damaged or completely destroyed when subjected to ATCB's testing and evaluation process. Applicant shall hold ATCB harmless for any such damage or destruction to its equipment.

2.7 ATCB shall evaluate, assess and test (as necessary) Applicant's equipment within 30 business days of ATCB's receipt of such Devices, support equipment and technical documentation, and to work diligently until certification is granted or denied, or Applicant decides to abandon testing, evaluation, and assessment on such Devices.

2.8 Upon completion of testing, evaluation, or assessment, ATCB shall advise Applicant via an abbreviated report whether the results are favorable, and what, if any, conditions, limitations or qualifications to the requested Certification exist.

2.9 Applicant agrees that a full report is available to Applicant only by special request, and for the separate charge specified.

2.10 Where testing, evaluation, and assessment results in certification, ATCB shall certify Applicant's equipment as compliant with the laws, regulations and/or standards of the Countries within 30 business days from the date testing, evaluation, and assessment is completed.

2.10.1 Section 2.11 may be dependent upon a timely response by the United States Federal Communications Commission (FCC) or its foreign equivalent.

2.10.2 In the event of product certification, Applicant may request that ATCB return or destroy Applicant's Device sample(s), equipment support, and technical documentation. Applicant shall bear all costs associated with the return or destruction of such equipment test sample(s) and support equipment.

2.11 Where testing, evaluation, and assessment does not result in certification, ATCB shall provide cost-free storage for each Device sample, support equipment, technical documentation for a period not to exceed 30 days, provided Applicant agrees to re-testing within this period when notified of the Device's failure.

2.12 If Applicant does not collect or accept receipt of the Device sample(s), support equipment and technical documentation, despite ATCB having sent notice pursuant to subsection 2.12.1, ATCB reserves the right to dispose of them at Applicant's expense.

2.13 Applicant shall retain all documents forwarded to it by ATCB as required by the Certification Regulations of the Countries.

2.14 Applicant shall notify ATCB immediately of any modifications made or planned in the design or technical construction of a Device, or of any planned or implemented changes in Applicant's approved quality assurance system which may render ATCB's certification inapplicable to a Device produced.

2.14.1 For Device modifications notified to ATCB under section 2.14, ATCB will decide in its good engineering judgment whether additional testing is required in order for the Device, as modified, to be manufactured or sold under the certification originally issued.

2.14.2 If Applicant's Device, as modified, does not comply with the Certification Regulations of the Countries, Applicant shall immediately endeavor to obtain compliance under the same Certification Regulations and shall, concurrently, remove any reference to the original certification indicating ATCB's approval or certification, from its Device, as modified. Applicant also agrees that a new certificate issued for a Device, as modified, must reference a model identifier number distinct from the one used in the certification originally issued by ATCB.

2.14.3 Applicant's failure to comply with section 2.14, or with the Certification Regulations of the Countries, may result in the nullification of its Device's certification. ATCB shall be obliged to notify the Regulatory Agency in the event of non-conformance with section 2.14.

2.15 Under FCC Rules, ATCB may revoke a Grant of Equipment Authorization within 30 days of the initial Certification. Under these conditions, Applicant's certification is revocable for cause, which includes, but is not limited to, the following:

2.15.2 ATCB is directed to revoke certification by the FCC or its foreign equivalent.

2.15.5 Applicant instructs ATCB in writing to revoke certification for a Device.

2.15.3 Applicant fails to comply with Certification Regulations of the Countries, subject to applicable regulations.

2.15.4 Applicant fails to pay any fees required by this Agreement.

2.15.3 Applicant breaches any of the terms, conditions or specifications listed in this Agreement.

3 The Applicant shall: a) keep a record of all complaints made known to the supplier relating to a product's compliance with the requirements of the relevant standard and to make these records available to the certification body when requested; b) take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification; and c) document the actions taken.

4 For devices for which a Certificate is issued (FCC Certification, e.g.), the Applicant agrees to abide by all the Rules and Regulations associated with the Certification for all series-produced equipment covered thereby. The Applicant agrees to ensure that no certificate or report or any part thereof is used in a misleading manner, furthermore, the Applicant shall make claims regarding certification only in respect of the scope for which certification has been granted.

5. Performance Times and Deadlines

5.1 Any performance times and deadlines agreed to by ATCB shall be construed as estimates.

6. Cooperation

6.1 Applicant shall provide all cooperation required of it, its agents or third parties shall be provided using its best efforts and at no cost to ATCB.

6.2 Applicant shall provide and update Applicant's address, phone and facsimile numbers, as well as emergency contact information, for any situation which may arise after the close of normal business hours. ATCB agrees that such information will be held in confidence.

7. Confidentiality

7.1 ATCB shall not disclose to third parties any proprietary technical or financial information marked by Applicant as confidential without prior written consent, provided that ATCB may disclose any information or data, confidential, proprietary or otherwise, to the FCC or its foreign equivalent.

7.2 Other than disclosure pursuant to Section 7.1 above, ATCB will inform Applicant of all information marked as confidential intended to be disclosed to third parties and will provide Applicant with an opportunity to seek confidential protection of such information.

Any documents, reports, drawings, test data, etc., made available to, produced at the request of or by ATCB may be copied and retained by ATCB if necessary to the performance of this Agreement or in compliance with the applicable Certification Regulations of the Countries.

8. Invoicing

8.1 Fees shall be paid in full prior to commencing Certification activity.

9. Liability

9.1 Applicant shall hold ATCB harmless and defend and indemnify ATCB against any loss, expense, liability, or damage, including reasonable attorney's fees, arising out of any personal injury or damage to property, or other action arising from Applicant's failure to comply with any United States or foreign laws or regulations, or which may result from the performance, failure of performance, or operation of any equipment tested by ATCB or produced by Applicant in any facility inspected by ATCB.

9.1.1 In no event shall ATCB's liability under this Agreement exceed the cost of its billed services to Applicant.

10. Disputes

This Agreement shall be governed by, construed and enforced in accordance with the laws of the United States and the State of Virginia, without regard to conflict of law principles. Any controversy, claim or dispute between the Parties related to or arising out of this Agreement shall be finally settled by arbitration, conducted on a confidential basis, under the U.S. Arbitration Act, if applicable, and the then current rules of the American Arbitration Association ("Association") strictly in accordance with the terms of this Agreement and the applicable laws.

All arbitration hearings shall be held in Fairfax County, Virginia. The Parties shall choose an arbiter and if unable to agree, the arbiter shall be chosen by the Association. In any event the arbiter shall have experience and education which qualify him to competently address the specific issues to be designated for arbitration. Each Party shall bear its own costs of the arbitration and one-half of the arbiter's costs. The arbiter's judgement resulting from the arbitration proceedings must be submitted to the other Party at least thirty (30) days prior to the filing of such action.

Neither Party shall be excluded from seeking provisional remedies in the courts of competent jurisdiction, including but not limited to, temporary restraining orders and preliminary injunctions, but such remedies shall not be sought as a means to avoid or stay arbitration

11. Appeals

11.1 In the case of an appeal regarding a Rule interpretation, the appropriate governing body shall be consulted to resolve or to provide guidance on the issue.

11.2 In the event of an appeal regarding dismissal or denial of an application for Certification, the submitter will have the option of providing written justification for a reversal of a Certification decision; this written justification must be provided within 10 business days of the date of the decision. ATCB shall review and provide a ruling on this within 10 business days of the date of the request.

WE AGREE WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS AS STATED IN THIS AGREEMENT AND ITS SCHEDULES.

ASUSTeK Computer Inc.

(APPLICANT)

By: 
(Authorized Signature)

Lawrence Yu / R&D Engineer
(Typed Name and Title) (Date)

AmericanTCB

By: _____
(Authorized Signature)

(Typed Name and Title) (Date)

ASUSTeK Computer Inc.

Tel.: (02)28943447 Fax: (02)28950113

4/F 150 Li-Te Rd., Peitou, Taipei, Taiwan, R.O.C.

Request for Confidentiality

2002/11/28

American Telecommunications Certification Body, Inc.

6731 Whittier Avenue

Suite C110

McLean, VA 22101

RE : Certification Application

FCC ID : MSQWL230

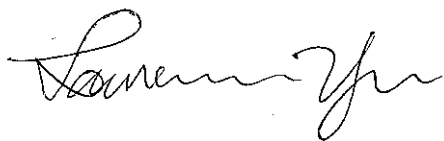
Please be advised that the following information is to be held confidential.

- Block Diagram
- Circuit schematic
- Operational Description

The application contains technical information, which **ASUSTeK Computer Inc.** deems to be trade secrets and proprietary. If made public, the information might be used to the disadvantage of the applicant in the market place.

Thank you for your attention to this matter.

Signature

A handwritten signature in black ink, appearing to read "Loren Yuen", is written over the "Signature" label.

ASUSTeK Computer Inc.

Tel.: (02)28943447 Fax: (02)28950113

4/F 150 Li-Te Rd., Peitou, Taipei, Taiwan, R.O.C.

Letter of Agency

2002/11/28

American Telecommunications Certification Body, Inc.

6731 Whittier Avenue

Suite C110

McLean, VA 22101

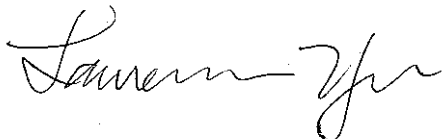
To Whom It May Concern:

Please be advised that **ASUSTeK Computer Inc.** authorizes *Training Research Co., Ltd.* to act on our behalf, until otherwise notified, for applications submitted to American Telecommunications Certification Body, Inc. (ATCB).

We certify that we are not subject to denial of federal benefits that includes FCC benefits, pursuant to Section 5301 of the Anti-Drug Abuse ACT of 1988, U.S.C. 862. Further, no party, as defined in 47 CFR 1.2002(b), to the application is subject to denial of federal benefits, that includes FCC benefits.

Thank you for your attention to this matter.

Signature

A handwritten signature in black ink, appearing to read "Lawrence Yeh", is written over the "Signature" label.

ASUSTeK Computer Inc.

Tel.: (02)28943447 Fax: (02)28950113

4/F 150 Li-Te Rd., Peitou, Taipei, Taiwan, R.O.C.

Manufacturer's Letter

2002/11/28

American Telecommunications Certification Body, Inc.

6731 Whittier Avenue

Suite C110

McLean, VA 22101

RE : Certification Application

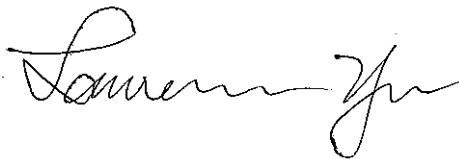
FCC ID : MSQWL230

To Whom It May Concern:

Please be advised that the manufacturer will ensure that the above-referenced model will be manufactured in accordance with the FCC Rules and Regulations.

Thank you for your attention to this matter.

Signature

A handwritten signature in black ink, appearing to read "Lawrence Yu", is written over a horizontal line.