

Licensing agreement for the use of a certificate or mark of conformity

The Curtis-Straus LLC Certification Body, having its registered offices at 527 Great Road, Littleton, Massachusetts, hereinafter referred to as the certification body and represented in this matter by Barry Quinlan (name), Certification Manager (title), hereby grants to NAVINI NETWORKS having its registered offices at 3605 E PLANO PKWY #400, PLANO, TX 75074 hereinafter referred to as the licensee, license to certify the products covered by the certificate.

Article 1: Regulations for certification and inspection

The stipulations of the *General Rules for the certification system* (in question) apply to this agreement as well as the standard(s) and the Specific Rules, specified in the attached license.

Article 2: Rights and obligations

The licensee agrees that the certified products manufactured and supplied by him as specified in the license based on and attached to this agreement will comply with the requirements stated in the standards and General and Specific Rules specified in the license. Accordingly, the certification body authorizes the licensee to certify the products covered by the license, as stated in the Specific Rules of the scheme.

The licensee agrees to supply a production sample of the certified product within 14 days of a request from the certification body. Said sample to be delivered to the certification body at its address stated above. Failure to deliver a sample in the required time may result in withdrawal of the certification license.

The licensee agrees that the products for which the license is granted will be produced to the same specifications as the sample that the certification body found by review to be in compliance with the standard.

Article 3: Surveillance

The certification body carries out a continuing surveillance on the licensee's compliance with his obligations, in accordance with the conditions stated in the *General Rules for the certification system* and the Specific Rules for the scheme as specified in the license.

This surveillance is carried out by the certification body employees or by employees of agencies on behalf of the certification body.

Article 4: Information on modifications in production

The licensee shall inform the certification body of any intended modification in the product, the manufacturing process or the quality management system controlled by the specific certification program.

Article 5: Complaints

The licensee shall keep records and upon request report to the certification body any complaints regarding those aspects of the products covered by the license. The licensee shall take appropriate action with respect such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification. The licensee shall keep records of such action.

Article 6: Publicity

The licensee has the right to publish that he has been authorized to certify the products to which the license applies.

Among other methods the certification body gives publicity to the authorization of certifying compliance with a standard at the web site www.curtis-straus.com and to cancellation of this agreement with the licensee, as appropriate.

Article 7: Confidentiality

The certification body is responsible for seeing that confidentiality is maintained by its employees concerning all confidential information with which they become acquainted as a result of their contacts with the licensee. The Licensee agrees that all Documents submitted to the TCB program can be submitted to the FCC and may become public

knowledge under the FCC rules in 47 CFR Part 0. While confidentiality may be requested for trade secrets and other reasons, the applicant agrees that the FCC may determine that the documents submitted are not confidential and may be released to the public. The TCB accepts no responsibility for FCC release of documents. All documents that the licensee considers to be confidential shall be designated in writing.

Article 8: Payment

The licensee shall pay to the certification body fees as defined in the then current schedule produced by the certification body.

Article 9: Agreement period

This agreement comes into force on the date shown, and remains in force unless withdrawn for justified reasons or cancelled by either party upon due notice given to the other party.

Article 10: Withdrawal / cancellation of license

If withdrawal/cancellation of the license comes into question, the necessary time of notice prior to the withdrawal/cancellation will differ due to the situation that causes it. The FCC will be informed of the action.

Depending on the reason for the withdrawal/cancellation the following schedule of notice will be followed:

Situation requiring the dispatch of notice that can lead to withdrawal/cancellation	Days of notice prior to Withdrawal/cancellation
Manufacturer's wish to cancel:	10
The certification body determines that the product is hazardous:	None
Violation of an existing standard, for other reasons than safety:	30 days
Non-payment of charges to certification body	30 days
Failure to meet other provisions of the licensing agreement:	60 days
Mandatory compliance with new requirements in relation to revision of a standard:	Negotiable

Article 11: Modification of product requirements

If the requirements applying to the products covered by this agreement are modified, the certification body shall immediately inform the licensee by registered letter (or equivalent means), stating at what date the modified requirements will become effective, and advising him of any need for a supplementary examination of the products which are subject to this agreement.

Within a specified period of time after receipt of the advice described in the above paragraph, the licensee shall inform the certification body by registered letter (or equivalent means) whether he is prepared to accept the modifications. If the licensee gives confirmation within the specified period of his acceptance of the modification and provided the result of any supplementary examination is favorable, a supplementary license will be issued or other modifications of the certification body's records.

If the licensee advises the certification body that he is not prepared to accept the modification within the time specified in accordance with the above paragraph or if he allows the terms for acceptance to lapse, or if the result of any supplementary examination is not favorable, the license covering the particular product shall cease to be valid on the date on which the modified specifications become effective to the certification body, unless otherwise decided by the certification body.

Article 12: Liability

The licensee agrees that Curtis-Straus, in performance of duties under this agreement, does not assume or undertake to discharge any responsibility to any other party or parties. The licensee acknowledges that the opinions and findings of Curtis-Straus represent its judgement given with due consideration to the necessary limitations of practical operation and

in accordance with performance of its duties and agrees that Curtis-Straus does not warrant or guarantee the correctness of its opinions or that its findings will be recognized or accepted by a third party.

The Licensee agrees that the distribution (meaning sale, lease or gift) or promotion of any product utilizing a marking or description referring to Curtis-Straus would mislead the public if such a product is not eligible to use the marking or description or does not comply with the requirements of C-S or if the Curtis-Straus certification is used in any other way than as herein provided, and that breach of this contract in this respect could not adequately be compensated for in money damages. For these and other reasons, the Licensee agrees that in the event of the violation of any of the terms and conditions of this Agreement, a temporary injunction may be issued at the insistence of Curtis-Straus restraining the Licensee from further use of the Curtis-Straus certification or any other reference to Curtis-Straus in any manner whatsoever, and from any further distribution or promotion of said products bearing the Curtis-Straus certification or any other reference to Curtis-Straus and any other relief which may be deemed appropriate. Such temporary injunction shall not, however, restrain the distribution of products already bearing the Curtis-Straus label which have been previously found to be in compliance with the requirements of Curtis-Straus at the time. The granting or issuance of such temporary injunctions shall not affect the right of Curtis-Straus to compensatory and punitive damages for the misuse of its Curtis-Straus certification or its name, abbreviations, or symbol and shall be in addition to, and not in lieu of, any other rights and remedies provided by this Agreement. The Licensee agrees to hold Curtis-Straus harmless and to defend and indemnify Curtis-Straus against any loss, expense, liability or damage, including reasonable attorney's fees, arising out of any misuse by the Licensee of the Curtis-Straus label or arising out of any violation by the Licensee of the terms and conditions of this Agreement.

In the event that Curtis-Straus notifies all those it has sent the then most recent issue of the Certification Directory of any incorrect listing published therein, or elsewhere, Licensee agrees not to hold Curtis-Straus liable in any way for any damage caused by such incorrect published listing, unless such damage was the result of an intentional tort, a willful act or gross negligence by Curtis-Straus.

Article 13: Appeal/dispute

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of the certification body.

Issued in duplicate and signed by authorized representatives of the certification body and the applicant.

For the certification body:

Date _____

(signature) (title)

For the applicant:

Date 4/30/01

Brian S. Smith Reg/Coord-Exam.
(signature) (title)