

# MET TCB SERVICE AGREEMENT

THIS AGREEMENT is made at Baltimore, Maryland this 6<sup>th</sup> day of April, 2006, by and between MET LABORATORIES, INC.

(hereinafter referred to as MET) and the following:

Applicant: SOMA Networks, Inc.  
*(Hereinafter referred to as the "Responsible Party")*

Address: 185 Berry Street, Suite 4600  
San Francisco, CA, 94107

Only the product(s) designed and engineered by the Applicant/Responsible Party and manufactured by the Manufacturer at the Manufacturer's facility at the above address, which have been certified by MET are covered by this service Agreement.

NOW, THEREFORE, in consideration of the premises set forth in this agreement, the above mentioned parties agree that;

Upon successful evaluation, MET will issue the Applicant/Responsible Party a Grant of Equipment Authorization Certificate, granting the Applicant/Responsible Party permission to market the certified product(s). At a minimum the product's identification plate or label will include the FCC ID Number or the Registration/Certification Number as well as any other information as might be required by statute.

The FCC requires that MET perform random post-certification surveillance. Surveillance for continued certification compliance can be accomplished by the Applicant/Responsible Party providing production models of the product to MET at MET's request or to other locations as approved by MET for the purpose of compliance testing. The Manufacturer agrees to allow free and unrestricted access to the Manufacturer's facility during normal working hours for the purpose of permitting supervision. The Applicant/Responsible Party or Manufacturer agrees to provide and deliver to MET or locations approved by MET models of the certified product at MET's request. All costs associated with testing of the device will be borne by the Applicant/Responsible Party or the Manufacturer and paid within 30 days of notice. If required the Applicant/Responsible Party agrees to provide to MET for MET review certain identified technical documents or quality documents that provide for a review of product update and compliance.

Acceptable Markings are found in 47 CFR 2.925, 2.926, 15.19, and part 68.300. Only products visually bearing the appropriate FCC identification label and identified as to model and type will be acknowledged as being an authorized product.

The Applicant/Responsible Party is responsible for applying the label to the product in accordance with current FCC requirements. An Applicant/Responsible Party is required to submit to MET a sample of the label or plate showing the FCC ID Number or the Registration/Certification Number for approval prior to applying to the product. The Applicant/Responsible Party is required to submit to MET a label location drawing or photograph showing the location of the mark on the product.

Any reference to MET certification shall not be permitted on any non-eligible product(s), packaging, or literature. If the Applicant/Responsible Party or the Manufacturer applies the FCC identification label to unauthorized products, then the Applicant/Responsible Party and the Manufacturer shall save, indemnify, and hold harmless MET LABORATORIES, INC. from any and all claims which may arise out of said unauthorized action.

The label and/or references to MET are permitted on promotional, advertising, and packaging of Certified Product(s) provided that misrepresentation of results of the marking process and/or this agreement do not occur. Final judgment in the suitability of use of the label or the MET Laboratories name is reserved by MET.

*(continued, next page)*

## MET TCB SERVICE AGREEMENT

The Applicant/Responsible Party shall maintain or require the manufacturer to maintain a record of all complaints made known to them relating to the product's compliance with the requirements of the relevant standard and agrees to make these records available to MET when requested. The Applicant/Responsible Party agrees to take appropriate action, or have the manufacturer take appropriate action with respect of such complaints and/or any deficiencies found in products or services that affect compliance with the requirements for certification.

Compliance with all requirements and stipulations of the Certification Program and this agreement between MET and the Applicant/Responsible Party is required for program compliance. Non-compliance with all or part of this agreement may result in termination of the agreement and the notification to the FCC to withdraw certification of the product.

The Applicant/Responsible Party assumes responsibility for complying with the requirements of the product's certification and this agreement regarding the application of the FCC identification label. The Applicant/Responsible Party understands that any violation of the requirements of this agreement can immediately, at MET's discretion, terminate this agreement.

Upon notification by MET, the Applicant/Responsible Party shall immediately take action to correct non-conformance that may have been found during surveillance or during modification to the product by the Applicant/Responsible Party. The Applicant/Responsible Party understands that corrective actions must be immediate. The Applicant/Responsible Party also understands that MET is required to report to the FCC any noted non-compliance. MET will also report corrective actions taken and the status of corrective action. The FCC will determine if any certificate or grants will be withdrawn.

Upon termination of this agreement, the Applicant/Responsible Party agrees to remove any references to MET Laboratories from all literature, stationary, packaging, or other promotional media as may have been used by the Applicant/Responsible Party. Additionally, upon termination of this agreement, MET Laboratories will inform the FCC of such termination.

The observance of the aforementioned requirements for the product, is a condition for continued use of the FCC identification label. However, MET assumes no responsibility of the Applicant/Responsible Party or the Manufacturer or any other party resulting out of the sale or use of the product.

The Applicant/Responsible Party acknowledges that unpaid debts due to MET Laboratories by the Applicant/Responsible Party are reason to terminate this agreement.

This agreement shall continue in effect for the balance of the initial Agreement year and shall automatically be renewed thereafter for periods of one year from January 1, unless the MET TCB Service Agreement for the product is terminated and/or any party to this agreement gives not less than thirty (30) days written notice of the termination. Termination of this agreement does not affect any responsibilities of MET, the Applicant/Responsible Party, or the Manufacturer prior to the termination date.

The Applicant/Responsible Party shall maintain or require the manufacturer to maintain a record of all complaints made known to them relating to the product's compliance with the requirements of the relevant standard and agrees to make these records available to MET when requested. The Applicant/Responsible Party agrees to take appropriate action, or have the manufacturer take appropriate action with respect of such complaints and/or any deficiencies found in products or services that affect compliance with the requirements for certification.

Compliance with all requirements and stipulations of the Certification Program and this agreement between MET and the Applicant/Responsible Party is required for program compliance. Non-compliance with all or part of this agreement may result in termination of the agreement and the notification to the FCC to withdraw certification of the product.

The Applicant/Responsible Party assumes responsibility for complying with the requirements of the product's certification and this agreement regarding the application of the FCC identification label. The Applicant/Responsible Party understands that any violation of the requirements of this agreement can immediately, at MET's discretion, terminate this agreement.

Upon notification by MET, the Applicant/Responsible Party shall immediately take action to correct non-conformance that may have been found during surveillance or during modification to the product by the Applicant/Responsible Party. The Applicant/Responsible Party understands that corrective actions must be immediate. The Applicant/Responsible Party also understands that MET is required to report to the FCC any noted non-compliance. MET will also report corrective actions taken and the status of corrective action. The FCC will determine if any certificate or grants will be

# MET TCB SERVICE AGREEMENT

withdrawn.

Upon termination of this agreement, the Applicant/Responsible Party agrees to remove any references to MET Laboratories from all literature, stationary, packaging, or other promotional media as may have been used by the Applicant/Responsible Party. Additionally, upon termination of this agreement, MET Laboratories will inform the FCC of such termination.

The observance of the aforementioned requirements for the product, is a condition for continued use of the FCC identification label. However, MET assumes no responsibility of the Applicant/Responsible Party or the Manufacturer or any other party resulting out of the sale or use of the product.

The Applicant/Responsible Party acknowledges that unpaid debts due to MET Laboratories by the Applicant/Responsible Party are reason to terminate this agreement.

This agreement shall continue in effect for the balance of the initial Agreement year and shall automatically be renewed thereafter for periods of one year from January 1, unless the MET TCB Service Agreement for the product is terminated and/or any party to this agreement gives not less than thirty (30) days written notice of the termination. Termination of this agreement does not affect any responsibilities of MET, the Applicant/Responsible Party, or the Manufacturer prior to the termination date.

<b>MET Laboratories, Inc:</b>	<b>Applicant/Responsible Party:</b>
Printed Name: <u>Kevin Mehaffey</u>	Printed Name: <b><u>Robin Grindley</u></b>
Title: Manager, EMC Laboratory	Title: <u>Chief Scientist – Hardware Systems</u>

Authorized Signature:



Authorized Signature:

