

CAT-iq TESTING AGREEMENT

- Manufacturer Laboratory (ISO 9001 certified)

Doc. No.: DF_CAT-iq L_003_V6.4_2009-12-04

between

DECT Forum,

a non-profit association organised and existing under Swiss law,
of Wabernstrasse 40, 3007 Bern, Switzerland
herein represented by Andreas Zipp, Chairman

(hereinafter „**DECT Forum**“)

and

organised and existing under the laws of _____

of _____

herein represented by _____ (_____)

(hereinafter the „**Laboratory**“)

**CONCERNING THE TESTING OF PRODUCTS FOR COMPLIANCE WITH CAT-IQ
TECHNOLOGY UNDER THE QUALIFICATION AND RECOGNITION PROGRAM
OF DECT FORUM**

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1. Interpretation and Definitions

1.1. In this Agreement, unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

1.1.1. this “Agreement” the agreement contained in this document, including the Schedule and exhibits hereto, which form an integral part of this Agreement;

1.1.2. “Applicant” a Full Member which applies to the Laboratory for the testing of its Product in terms of this Agreement;

1.1.3. the “Audit Body” either an accreditation body which is a member of the International Laboratory Accreditation Cooperation or a notification body accredited under the standard ISO/IEC Guide 65 or EN 45011, which, in either case, can audit compliance with the standard ISO/IEC 17025 and is an independent expert, and which is stipulated in the Schedule;

1.1.4. “CAT-iq” a trade mark owned by DECT Forum and licensed for use on Verified Products;

1.1.5. “CAT-iq Technology” technology relating to cordless electronic equipment which is manufactured to the New Generation DECT standard, which is intended to be standardised and interoperable, and the specifications for which are determined in the Technical Specifications nos ETSI TS 102 527-1 V1.1.1 and ETSI TS 102 527-2 V1.1.1 issued in 2007 by the European Telecommunication Standards

Institute, as revised from time to time;

- 1.1.6. the “Certification Body” the certification body stipulated in the Schedule;
- 1.1.7. “Confidential Information” information made available to the Laboratory which is defined as “Confidential Information” in terms of clause 14;
- 1.1.8. “DECT Forum” the foresaid DECT Forum;
- 1.1.9. “Full Member” a Full Member of DECT Forum, as defined in its Articles of Association (as amended or replaced from time to time); an indicative list of Full Members appearing on DECT Forum’s website at <http://www.dect.org/members.aspx>;
- 1.1.10. the “Laboratory” the company defined in the heading of this Agreement as the Laboratory, which is itself a Full Member of DECT Forum and an affiliate or a division of a Full Member of DECT Forum identified in the Schedule, but which meets the requirements of impartiality and independence referred to in clause 3.3;
- 1.1.11. “Product” a product which is to be manufactured by or for an Applicant containing CAT-iq Technology, in respect of which the Applicant submits to be certified as CAT-iq compliant, and “Products” has a corresponding meaning; the term “Product” also including a bundle of products submitted by one Applicant, of which each item contains CAT-iq Technology and which items are designed to be inter-operable with each other;

1.1.12. “Qualification Body” a standards certification body, acting as an independent expert, appointed by DECT Forum to certify Products as being CAT-iq compliant;

1.1.13. “Qualification Laboratory” a laboratory, which is appointed by DECT Forum to assess and test Products to determine whether they meet the standards and specifications to be certified as CAT-iq compliant under DECT Forum’s CAT-iq qualification and recognition program;

1.1.14. the “Qualification Program” DECT Forum’s program for the qualification, recognition and promotion of CAT-iq compliant products, the content of which is embodied in the Regulation Handbook for CAT-iq Certification originally issued by DECT Forum on 17 August 2007, which includes:

- DECT Forum Regulation on the Qualification of CAT-iq Compliant Products,
- CAT-iq Measurement Specifications,
- CAT-iq Feature Requirements,

as may be revised, added to, amended or replaced from time to time;

1.1.15. the “Regulation” the DECT Forum Regulation on the Qualification of CAT-iq Compliant Products, which forms part of the Qualification Program;

1.1.16. the “Schedule” the schedule to this

Agreement which sets out the special conditions relating to the Laboratory's appointment in terms of this Agreement;

1.1.17. the "Test Plan" the then-current test plan forming part of the Qualification Program, which specifies the procedures to be carried out by a Qualification Laboratory for the testing of Products, specifically to determine compliance with CAT-iq Technology and inter-operability with Verified Products;

1.1.18. "Verified Products" Products which, after testing by a Qualification Laboratory and certification by a Qualification Body in terms of the Qualification Program, are certified as CAT-iq compliant, namely containing CAT-iq Technology to the standards and specifications required for CAT-iq certification.

1.2. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it only appears in a definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

2. Introduction

2.1. DECT Forum is a non-profit association having the object of, amongst others, the promotion and evolution of CAT-iq Technology as the worldwide preferred cordless telecommunication standard, with the support of the business and revenues of its members. "CAT-iq" derives from "Cordless Advanced Technology – internet and quality", and CAT-iq Technology is based on a set of normative regulations from DECT Forum, namely those contained in the Qualification Program, and a set of standards defined by the European Telecommunication Standards Institute, namely the New Generation DECT standards.

- 2.2. DECT Forum has, by the Qualification Program, established a qualification and recognition program for Products containing CAT-iq Technology. The Qualification Program sets out the procedure under which Products can be certified as CAT-iq compliant, to which Qualification Program DECT Forum and its Full Members, including Qualification Laboratories, are bound.
- 2.3. The Laboratory is certified by the Certification Body as being compliant with the standard ISO 9001, as appears from the copy of its current certificate, which is annexed to the Schedule. In addition, the Laboratory has been audited by the Audit Body not more than one year before the date of this Agreement, as being compliant with the standard ISO/IEC 17025 (although not necessarily certified or accredited under that standard), as appears from the audit report annexed to the Schedule.
- 2.4. DECT Forum wishes to appoint the Laboratory as a Qualification Laboratory to assess and test Products submitted by Applicants in accordance with the Test Plan and the other procedures set out or referred to in this Agreement, as part of the process required by the Qualification Program to have such Products certified as Verified Products.

3. Warranties and Undertakings concerning the Laboratory

The Laboratory warrants that as at the date of this Agreement, and undertakes that for the duration of this Agreement:

- 3.1. it has and will continue to have sufficient facilities, the testing equipment prescribed by the Qualification Program and qualified staff at its site(s) specified in the Schedule to carry out testing of Products in the manner required by this Agreement;
- 3.2. it is and will continue to be certified by the Certification Body as being compliant with the standard ISO 9001, as amended or replaced from time to time, and that it will comply with the standard ISO/IEC 17025, as amended or replaced from time to time, notwithstanding that it may not be accredited under the latter standard;
- 3.3. it is and will continue to be in a position to act impartially and without conflicts of

interest, especially *vis-a-vis* the Full Member of which it is a division or an affiliate, and to demonstrate the same, as is required by paragraph 4.1.4 of the standard ISO/IEC 17025, as amended or replaced from time to time;

- 3.4. the conclusion and implementation of this Agreement will not be in conflict with any laws or regulations to which it is subject, will not be a ground for revocation for any licence, accreditation or certification which it holds and will not constitute a material breach of any material contractual obligation it has to any third party.

4. Appointment

- 4.1. On the basis of the warranties and representations made by the Laboratory, DECT Forum hereby appoints the Laboratory as a Qualification Laboratory to assess and test Products as part of the process for CAT-iq certification, subject to the terms and conditions of this Agreement, which appointment the Laboratory hereby accepts.
- 4.2. Neither party hereto will be the agent or legal representative or partner of the other of them for any purpose whatsoever, and each party will act as an independent contractor with regard to the other. Nothing in this Agreement will authorise either party to incur any obligation or responsibility whatsoever, whether express or implied, on behalf of the other of them, or to bind the other of them in any manner, or to make any representation, commitment or warranty on behalf of the other of them.

5. Duration

This Agreement shall commence on the commencement date stipulated in the Schedule and continue, subject to the provisions of this Agreement relating to its earlier termination, until the Laboratory ceases being a Full Member of DECT Forum.

6. General Obligations of the Laboratory

- 6.1. The Laboratory undertakes that it will:

- 6.1.1. comply with the standard ISO/IEC 17025, as amended or replaced from time to time, and submit itself to audits by the Audit Body at least once every year and, in respect of any specific testing by the relative Qualification Body as and when it requires it;
 - 6.1.2. despatch to DECT Forum a copy of all future certificates issued by the Certification Body under the standard ISO 9001, as amended or replaced from time to time, and all future audit reports issued by the Audit Body concerning its compliance with the standard ISO/IEC 17025, as amended or replaced from time to time, in terms of clause 6.1.1;
 - 6.1.3. comply with such specific standards relating to the certification of CAT-iq Technology as are laid down by DECT Forum from time to time, including maintaining the testing equipment prescribed in terms of the Qualification Program;
 - 6.1.4. assess and adjudicate all Products submitted to it for testing in a fair and impartial manner;
 - 6.1.5. advise DECT Forum whenever it considers that there are any deficiencies in the Qualification Program or its operating procedures, and propose such improvements to the Qualification Program and its operating procedures as it considers to be in the best interests of DECT Forum and its members, including to correct such deficiencies;
 - 6.1.6. comply with all laws and regulations of governmental authorities having jurisdiction over its site(s), which relate to its establishment and the carrying out of its testing of Products in terms of this Agreement.
- 6.2. The Laboratory will carry out its duties in accordance with the Qualification Program, the Laboratory hereby binding itself to those provisions of the Qualification Program which are applicable to it. In the case of a conflict between any provision in the Regulation and a provision of this Agreement which cannot be reconciled, or in the case where there is a provision in the Regulation in respect of a matter where this Agreement is silent, the provision of the Regulation shall apply.

6.3. The relationship between an Applicant and the Laboratory for the assessment and testing of a Product will be a contract between the Applicant and the Laboratory (which, in the case of the Applicant being the Full Member of which the Laboratory is a division or an affiliate, a written memorandum), called a single testing agreement, to which DECT Forum is not a party. Every such contract will:

- 6.3.1. be in writing, and may be on a pre-printed form of the Laboratory;
- 6.3.2. identify and describe the Product to be tested, and stipulate whether the Product has been the subject of an earlier test, and, if so, whether it has been reconditioned or has been adapted for another purpose, or whether it is being re-assessed and tested as a result of a new Test Plan pertaining to that Product;
- 6.3.3. disclose whether DECT Forum has issued a new Test Plan or amended its Test Plan in respect of that Product in the past three months and, if so, whether the testing of the Product will be undertaken in terms of the previously existing Test Plan or the new or amended Test Plan (as permitted under the Regulation);
- 6.3.4. stipulate the time period from delivery of a sample of the Product until the testing is complete and for delivery of its report;
- 6.3.5. nominate the Qualification Body which the Applicant will contract to verify the Laboratory's test results and authorise the release of the test report to that Qualifying Body;
- 6.3.6. provide for the remuneration payable to the Laboratory for its services and the terms of payment;
- 6.3.7. provide for the complaints procedure provided for in clause 10;
- 6.3.8. provide for an undertaking of confidentiality by the Laboratory in respect of all information concerning the Product and the test results relating to the Product, as well as all related correspondence;

6.3.9. contain such other terms as may be specified in the Regulation from time to time.

6.4. The Laboratory will not object to, nor will it take steps to prevent, the implementation by DECT Forum or its members or its contracting parties of any amendment to the Regulation or changes in operating procedures or otherwise, resulting from advices given by the Laboratory in terms of clause 6.1.5 concerning deficiencies or improvements in the Regulation or operating procedures. To the extent that there may be any protectable intellectual property rights held by the Laboratory in the subject of such advices, the Laboratory will offer DECT Forum and its Full Members a licence to use the same on commercially reasonable terms without discrimination.

6.5. DECT Forum undertakes to keep the Laboratory informed of all changes to the Qualification Program.

6.6. The remuneration of the Laboratory for all services it undertakes in terms of this Agreement will be derived from its contracts with Applicants. DECT Forum is not liable to remunerate the Laboratory for its services.

6.7. The Laboratory consents to being mentioned by name in DECT Forum's promotional material relating to CAT-iq Technology, specifically in its CAT-iq qualification and recognition program.

7. Specific Obligations of the Laboratory – Testing

7.1. Upon submission of a Product by an Applicant, the Laboratory shall assess the extent of the testing of the Product to be carried out in accordance with the Regulation, including the Test Plan.

7.2. The Laboratory shall advise the Applicant of the outcome of the assessment of the Product in writing and state:

7.2.1. the nature of the testing it is required to do in terms of the Qualification Program, namely Certification, Brand Certification or Re-Certification;

7.2.2. whether or not the testing requires the input of a Qualification Body during the testing phase;

7.2.3. its charge for the testing (including the charges of all contracted out services and materials).

7.3. Pursuant to a single testing agreement, the Laboratory will test the Product in accordance with the Regulation and the Test Plan, at best professional standards and within the time period specified in the contract.

7.4. As part of the testing, the Laboratory may obtain further information from the Applicant and allow agreed modifications of the Product. In case of modifications test will have to be repeated in respect of the modified Product.

7.5. On completion of the testing, the Laboratory shall return the Product to the Applicant.

8. Reports and Record-Keeping

8.1. On completion of the testing of a Product, the Laboratory will prepare a written report which complies with the requirements of the standard ISO/IEC 17025 and, to the extent that it is relevant, of the standard ISO 9001, both as amended or replaced from time to time and, in addition, a summary in the form set out in Exhibit A. Three copies of the test report and the summary shall be prepared as originals, each bearing the original signature of an officer, and the official stamp, of the Laboratory.

8.2. Provided the Applicant has met its obligations in terms of its contract, with the Laboratory, the Laboratory shall, within the time period specified in the contract, issue one of the original copies of its report to the Applicant and, provided that the test report finds the Product to be compliant with CAT-iq Technology (whether with or without qualifications), issue the other original copy the Qualification Body nominated by the Applicant in terms of clause 6.3.5.

8.3. The Laboratory shall retain the remaining original copy in safekeeping for at least five years, together with copies of any correspondence relating to a complaint in

respect of that report in terms of clause 10. The Laboratory shall give the Applicant or any person authorised by it, access to those records during that period. This clause 8.3 shall survive and continue after any termination of this Agreement.

- 8.4. The Laboratory shall keep the report and its contents confidential and secret as Confidential Information, as required in terms of clause 14.

9. Responsible Officers

Each party shall appoint a responsible officer, who will be responsible for the day-to-day communication between the parties (other than formal notices under this Agreement) concerning the duties assigned to them in terms of this Agreement. The first responsible officers are the persons stipulated as such in the Schedule. Each party shall notify the other in writing of any replacement of the responsible officer appointed by it, as may occur from time to time.

10. Complaints Procedure for Applicants

- 10.1. An Applicant shall be entitled to submit any complaint it may have against the Laboratory concerning its testing of a Product submitted by it, or the result of such testing, by notice in writing to DECT Forum, with a copy to the Laboratory. The Laboratory may, within 21 days of receipt of the complaint, submit its written response to DECT Forum with a copy to the Applicant.
- 10.2. To the extent that the complaint relates to the interpretation of a technical requirement or specification as contained in the Regulation or the standards for CAT-iq Technology, DECT Forum, through its board or an officer or committee appointed by its board, may make a determination as to that interpretation, which determination shall be final and binding on the parties.
- 10.3. The Laboratory's contract with each Applicant shall provide for the complaints procedure set out in this clause 10, as required by clause 6.3.
- 10.4. The Laboratory will keep a copy of all correspondence relating to a complaint with its report on the test concerned, with the Laboratory's copy of the test report, as

required by clause 8.4.

11. Inspection of Laboratory

- 11.1. DECT Forum will be entitled, at its cost, at any time during normal business hours and with 30 (thirty) days' prior notice to the Laboratory, arrange for one of its officers or representatives to carry out an inspection of the Laboratory's facilities and processes for the testing of the Products. The Laboratory will give access to, and co-operate with, DECT Forum's officer or representative for this purpose.
- 11.2. DECT Forum reserves its right to require an audit of the Laboratory in terms of the Regulation. It will not exercise its right to audit more than once in every calendar year, but may do so in the case of a complaint against the Laboratory by an Applicant.

12. Use of CAT-iq Trade Mark

- 12.1. The Laboratory will, for the duration of this Agreement, be entitled to use the CAT-iq name and mark in any of the forms depicted in Exhibit B in the country/-ies listed opposite the trade mark registrations and applications in the Schedule, on its letterheads and in its brochures to indicate that it is authorised by DECT Forum to carry out the testing procedures in its qualification and recognition program for Products containing CAT-iq Technology.
- 12.2. In the event that the Laboratory wishes to record itself as the registered user of any registration of the mark CAT-iq in respect of the services it provides in terms of this Agreement against the official register in the country/-ies listed in the Schedule, it shall notify DECT Forum thereof in writing, whereupon the parties shall, subject to applicable law, enter into a registered user agreement in a standard form which does not conflict with the provisions of this Agreement. The Laboratory shall then be entitled to apply to record itself as a registered user against the registration concerned in respect of those services, and the parties undertake to each other to sign all such forms (including powers of attorney) and to do all such things that may be necessary to procure such registration. The Laboratory shall be responsible for and pay all costs associated with the recordal of itself as a registered user.

12.3. The authorization in terms of clause 12.1 is not exclusive, does not grant the Laboratory the right to use the mark CAT-iq in any other form or for any other purpose, nor will the Laboratory have the right to authorize any other person to use the mark CAT-iq.

12.4. The Laboratory shall immediately notify DECT Forum if any infringement or illegal use or threatened use of the mark CAT-iq by any third party comes to its attention. It shall be within DECT Forum's discretion to determine what steps shall be taken against an infringer.

13. Intellectual Property

13.1. Save as set out in clause 12, this Agreement does not transfer or grant any right, licence or other authority by to use the intellectual property of one party to the other party.

13.2. DECT Forum indemnifies and holds the Laboratory and its affiliates and respective officers, agents, directors and employees, harmless from and against any and all claims, causes of action, damages, obligations, liabilities, expenses (including reasonable attorneys' fees) and costs made against the Laboratory by third parties arising during the term of this Agreement and directly from any allegation that any data, materials, or information supplied by DECT Forum to the Laboratory pursuant to this Agreement ("Materials") or the use of the Materials infringes or violates any intellectual property rights of a third party in the country in which the qualification is being conducted, provided that:

13.2.1. DECT Forum is promptly notified of any such claim,

13.2.2. the Laboratory renders all reasonable assistance as required, and

13.2.3. DECT Forum is always involved in the proceedings and relevant decisions are taken mutually.

Notwithstanding the foregoing, DECT Forum shall have no liability for any claim of infringement against the Laboratory to the extent that the infringement or claim thereof is based upon the Laboratory's use of the mark CAT-iq or Materials after

DECT Forum has instructed the Laboratory in writing to discontinue using the mark CAT-iq or Materials.

14. Confidential Information

14.1. The Laboratory shall keep confidential and secret:

14.1.1. all Test Plans, standards, specifications and processes, audit reports and like information which it receives from DECT Forum, and

14.1.2. all information concerning products which it receives from Full Members and the reports which it compiles in respect of the assessment and testing of Products

("Confidential Information"). The Laboratory shall protect the confidentiality of such with at least the same degree of care that it exercises with respect to its similar information.

14.2. The Laboratory shall use the Confidential Information only for the purpose of this Agreement, shall reproduce Confidential Information only to the extent necessary for such purpose, shall restrict disclosure of Confidential Information to its employees with a need to know (and advise such employees of the obligations assumed herein), and shall (save for a disclosure to a Qualifying Body allowed in terms of clause 8.3) not disclose Confidential Information to any third party without the prior written approval of DECT Forum or the Full Member, as the case may be.

14.3. The Laboratory shall immediately give notice to the party which has disclosed Confidential Information to it of any unauthorised use or disclosure of that Confidential Information. The Laboratory agrees to assist the disclosing party in remedying such unauthorised use or disclosure of its Confidential Information.

14.4. Notwithstanding the preceding provisions of this clause 14, the Laboratory may disclose Confidential Information:

14.4.1. which is required to be disclosed to comply with the requirement of a governmental agency or operation of law;

14.4.2.to the Laboratory's public accounting firm in connection with quarterly and annual financial or tax audits;

14.4.3.to the Laboratory's outside legal advisors in connection with obtaining legal advice relating to this Agreement or agreements with Applicants, the relationship established by this Agreement or any related matters; or

14.4.4.which the disclosing party agrees in writing is free of such restriction.

14.5. All Confidential Information shall be returned upon written request or upon the Laboratory's determination that it no longer has need for such Confidential Information. Each party will take all reasonable steps to maintain the confidentiality of the Confidential Information, including steps to prevent inadvertent or unauthorised breaches of confidentiality.

14.6. The parties agree that all of their obligations undertaken herein shall survive and continue after any termination of this Agreement.

15. Indemnities

The Laboratory hereby indemnifies DECT Forum and holds it harmless against all and any costs, claims, damages and the like which it may suffer as a result of any tests or processes which it carries out in terms of this Agreement, other than tests and processes prescribed by DECT Forum in the Test Plan, being held to constitute an infringement of any third party's intellectual property right.

16. Suspension

16.1. If, by any anniversary of the date of this Agreement, the Laboratory has failed to obtain a positive audit report concerning its compliance with the standard ISO/IEC 17025, as amended or replaced from time to time, or to have despatched a copy of such report to DECT Forum in terms of clause 6.1.2, then DECT Forum may, by notice in writing, suspend the Laboratory's rights in terms of this Agreement, in which case the Laboratory shall cease testing Products, including Products already submitted to it, until such time as it furnishes DECT Forum with a positive audit report.

16.2. If the Laboratory fails to pay its membership fee to DECT Forum and is, as a consequence thereof, suspended from the benefits of membership of DECT Forum, then DECT Forum may, by notice in writing, suspend the Laboratory's rights in terms of this Agreement, in which case the Laboratory shall cease testing Products, including Products already submitted to it, until such time as the outstanding membership fee has been settled in full, as acknowledged by DECT Forum in writing.

17. Termination

17.1. If the Laboratory fails to perform or to observe its obligations in terms of this Agreement and, only in the case of a remediable breach, fails to remedy such breach within thirty (30) days of being requested to do so in writing by DECT Forum, DECT Forum shall have the right to terminate this Agreement by notice in writing to the Laboratory.

17.2. If the Laboratory:

17.2.1. is the subject of winding up proceedings, including insolvency, bankruptcy, assignment of estate or liquidation, whether voluntary or compulsory, other than for the purpose of reconstruction or restructuring generally; or

17.2.2. has a receiver or a receiving manager appointed; or

17.2.3. loses its certification under the standard ISO 9001, as amended or replaced from time to time,

then DECT Forum shall be entitled to terminate this Agreement by written notice to the Laboratory.

17.3. No termination under the earlier provisions of this clause 17 will prejudice any other rights which DECT Forum may have in terms of this Agreement or by law.

18. Effect of Termination

18.1. The Laboratory shall, upon termination of this Agreement for any reason:

18.1.1. cease use of the mark CAT-iq and cease holding itself out as a Qualification Laboratory or otherwise qualified to test products for compliance and interoperability with CAT-iq Technology;

18.1.2. return to DECT Forum all documents and other materials (including all copies) in its possession or control disclosing the Confidential Information, and the Laboratory shall take such further steps as may be reasonably required by DECT Forum to protect the confidentiality of the Confidential Information;

18.1.3. cancel any registered user recordal made in terms of clause 12.2 at its cost, failing which DECT Forum may do so and recover the cost from the Laboratory.

18.2. If, upon termination for any reason other than termination under clause 17 or expulsion of the Laboratory from membership of DECT Forum in terms of its Articles, the Laboratory is still in the process of testing a Product under this Agreement, it may complete that testing and issue a report to the Applicant, as required by clauses 7 and 8. In any other case, it shall cease testing on termination.

18.3. Termination of this Agreement shall not relieve either party of obligations incurred prior to termination, or which are expressly provided to survive termination or which, by their nature, survive termination.

19. Notices

19.1. The parties choose their respective addresses in the heading of this Agreement for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement.

19.2. Each of the parties shall be entitled from time to time, by written notice to the others, to vary its address to any other physical address.

20. Language

All communications, documentation, meetings, legal proceedings under or related to

this Agreement shall be in the English language.

21. No Variation

No variation of, or addition to, or agreed cancellation of, this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.

22. Whole Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made, upon which either party is relying in concluding this Agreement, save to the extent set out herein.

23. Indulgences, Leniency and Extensions of Time

No indulgence, leniency or extension of time which a party (the "grantor") may grant or show to the other, will in any way prejudice the grantor or preclude the grantor from exercising any of his rights in the future.

24. Prohibition of Cession and Assignment

Neither party hereto shall be entitled to cede or assign any of its rights, or delegate any of its obligations hereunder without the prior written consent of the other first being obtained.

25. Severability

If any particular provision and/or term of this agreement is found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and/or terms shall continue to be of full force and effect. Each provision and/or term of this agreement shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

26. Governing Law and Dispute Resolution

- 26.1. This Agreement shall be exclusively governed by and interpreted under the substantive laws of Switzerland. The civil courts in Berne, Switzerland, shall have jurisdiction in respect of any proceedings arising out of or relating to this Agreement.
- 26.2. The parties agree and acknowledge that a breach of this Agreement may cause irreparable damage to the other party. Accordingly, notwithstanding anything to the contrary set forth in this Agreement, upon any breach of this Agreement by a party, the other party shall be entitled to immediate injunctive relief and other equitable remedies in a court of competent jurisdiction.
- 26.3. The parties agree that any controversy or dispute arising out of or in connection with this Agreement, including any dispute regarding the validity, legal effectiveness, alteration or termination thereof, as well as any legal relations or legal effects directly or indirectly stemming from this Agreement, shall be resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce before one or three arbitrators appointed according to the said rules. The place of arbitration shall be Berne. The decision of the arbitrators will be final and binding on the parties.
- 26.4. In any action, suit or proceeding arising out of in connection with this Agreement, a court or a panel of arbitrators may, in its discretion, award to the prevailing party reasonable attorneys' fees and out-of-pocket costs and expenses incurred by it in connection therewith, in addition to any other relief as may be awarded to it.

EXHIBIT A - FORM OF WRITTEN SUMMARY REPORT (Clause 8.1)

CAT-iq Notification Form

CAT-iq Qualification Body: _____

Contact person: _____

Address: _____

CAT-iq Notification

Applicant Details:

Company Name

Company Address

Contact Partner

Phone Number

Fax Number

E-Mail-Address

Company Web-Site

Manufacturer Details (if different from Applicant):

Company Name

Company Address

Contact Partner

Phone Number

Fax Number

E-Mail-Address

Company Web-Site

Equipment Details:

Brand Name

Product Type

Product Identifier

Related Hardware

Related Software

Qualification Details:

Test Plan and Version

Supported Features

Test Equipment used in qualification testing:

- ☐ On Basis of Test Report _____ the Product as identified in the tables above has passed the Qualification Testing as defined in the aforementioned test plan.
- ☐ The CAT-iq Qualification Body was involved in the Definition of the Certification Campaign.
- ☐ Testing was performed according to the entire test campaign which was specified in the definition of the Certification Campaign and provided in document _____

- ☐ Testing was performed only for a part of the entire test campaign which was specified in the Definition of the Certification Campaign and provided in document _____

CAT-iq Qualification Laboratory

Project Number: _____

Responsible: _____

Date: _____

Signature: _____

EXHIBIT B - FORM OF USE OF CAT-iq (Clause 12)



SCHEDULE

Duration of Agreement:

Commencement Date (clause 5.1):

Particulars of Laboratory:

Affiliated Full Member (clause 1.1.9):

Certification Body (clause 1.1.6):

Audit Body (clause 1.1.3):

Site(s) (clause 3.1):

Responsible officer (clause 8):

Contact details:

Particulars of DECT Forum:

Responsible officer (clause 8):

Contact details:

Registrations and applications for CAT-iq trade mark (clause 12):

Country	Registration / Application no	Class Services
_____	_____	42
_____	_____	42
_____	_____	42
_____	_____	42

Copy of Certificate (clause 2.3):

Copy of audit report (clause 2.3):

Special conditions (if any):

This Agreement is executed in two counterparts.

„DECT Forum “

place, date

name/title

place, date

name/title

„Laboratory“

place, date

name/title