



May 12, 2010

Mr. Terry L. Penn  
Chairman, North American End Device Registry Authority

RE: NAEDRA Registrars' TDL certification Agency

Dear Terry:

KEMA is pleased to accept the invitation from the North American End device Registration Authority (NAEDRA) to become a certification agency for the NAEDRA Registrars' TDL representations as described in your letter of invitation dated March 9, 2010. We look forward to working with NAEDRA in the near future to define the details of the procedure for certification based upon examples of the TDL testing procedures. Initially, KEMA expects to charge each client a nominal fee of \$3500.00 to cover the administrative costs of processing, documenting and certifying each application. We will provide such services in accordance with our standard terms and conditions, which, among other things, will contain terms similar to the following:

*"Notwithstanding anything contained in any agreement, letter or other document to the contrary, the liability of KEMA for any claim whatsoever related to or arising under the work or services contemplated herein, including any cause of action in contract, tort or strict liability, shall not exceed the total amount of payments made to KEMA hereunder. In no event shall KEMA be liable for any indirect, consequential, exemplary, special, incidental or punitive damages including, without limitation, lost profits or revenues even if such damages are foreseeable or the damaged party has been advised of the possibility of such damages and regardless of whether any such damages are deemed to result from the failure or inadequacy of any exclusive or other remedy. In addition, notwithstanding anything contained in any agreement, letter or other document to the contrary, KEMA shall retain and may use the general knowledge acquired as a result of its creation of any work product or the performance of any services, for its general reference and enhancement of its technical capabilities. KEMA retains unlimited rights to the know-how, including but not limited to the ideas, concepts, theories, methods, techniques and mode of expression used to create the work product or perform the services hereunder. All information and material which is owned by KEMA and used by KEMA in the performance of any services shall remain the exclusive property of KEMA whether or not such information or material was incorporated in, adapted for use in, or used to produce any Intellectual Property or work product delivered or provided by KEMA."*

Please confirm that these conditions are acceptable to NAEDRA. We look forward to working with you and NAEDRA in the near future.

With kind regards,

A handwritten signature in black ink, appearing to read "Ronald J. Chebra". The signature is fluid and cursive, with the first name "Ronald" being the most prominent.

Ronald J. Chebra  
Director, AMI Practice  
KEMA, Inc.