

BATTERY SUBSYSTEM RECOGNITION AGREEMENT

THIS AGREEMENT is made in Washington, D.C.,
this 9 day of May, 2011
(month) (year)

by and between

CTIA – The Wireless Association®
(“CTIA”)

and

Astec International-Philippine Branch

 (“SUBMITTER”)

RECITALS

Submitter has entered into a voluntary relationship with CTIA for the testing of certain battery subsystems manufactured by or for the Submitter, and Submitter has demonstrated to CTIA's satisfaction that the:

Cell or Battery or Adapter Model Name(s) &

DCH5-050US
Number(s): _____ (“Cell or Battery or Adapter”)

meets CTIA's requirements for Recognition under CTIA's Battery Certification Program.

For these reasons, and of other good and lawful reasons and in consideration of the covenants set forth below, the parties agree as follows:

SECTION ONE
RECOGNITION

1.1 The Recitals are hereby incorporated in the same manner as if the same were repeated herein. Submitter is hereby granted a non-exclusive license to represent the specified Cell or Battery or Adapter (hereinafter “Subsystem”) as meeting CTIA's requirements for Recognition based on the guidelines set forth in the CTIA Battery Certification Program Management Document, incorporated herein. CTIA warrants that it has full power and authority to grant the rights herein granted.

1.2 CTIA will permit the use of appropriate references to CTIA and its Battery Certification Program solely in connection with the specified Subsystem.

1.3 References to CTIA and the CTIA Battery Certification Program shall not be misleading as to the extent of Recognition.

1.4 Submitter shall be entitled to state that the specified Subsystem meets CTIA's requirements for Recognition for as long as the specified Subsystem meets such requirements. Submitter shall discontinue use of CTIA's mark and reference to CTIA's Battery Certification Program upon receipt of written notice from CTIA to cease such use.

SECTION TWO COMPLIANCE

2.1 The specified Subsystem shall comply with all of CTIA's requirements for Recognition.

2.2 Submitter agrees that any tests or sampling of the specified Subsystem conducted by CTIA is only a check as to whether the specified Subsystem complies with CTIA's requirements for Recognition and in no way relieves the Submitter of its responsibility for the Subsystem.

SECTION THREE CORRECTIVE ACTION

3.1 Should CTIA conduct any assessments or examinations of the specified Subsystem that disclose units of the specified Subsystem do not comply with CTIA's requirements for Recognition, CTIA retains the right to revoke Recognition of the specified Subsystem. CTIA agrees to provide Submitter in a timely manner with the results of any assessments or examinations that disclose the specified Subsystem does not comply with the requirements of Recognition. Submitter shall comply with all applicable laws and regulations governing a recall of the specified Subsystem.

3.2 Submitter agrees that it will cooperate with and assist CTIA in ascertaining the facts needed to determine that the specified Subsystem complies with CTIA's Recognition requirements.

3.3 Submitter agrees that with prior written notice to Submitter, CTIA may notify vendors, authorities, potential users and others of any improper or unauthorized reference to CTIA, when in CTIA's opinion such notification is necessary in the interest of the public or for CTIA's own protection.

SECTION FOUR TERMINATION

4.1 This Agreement shall continue so long as the specified Subsystem meets the requirements as set forth in the CTIA Battery Certification Program Management Document, unless termination rights provided for in this Agreement are exercised.

4.2 If Submitter fails to comply with any of the terms and conditions of this Agreement, CTIA may immediately terminate or suspend this Agreement upon written notice to Submitter.

4.3 Upon termination of this Agreement, the license granted under Section 1.1. shall be canceled.

4.4 Termination of this Agreement by whatever means shall not affect any liability of the parties existing as of the date of such termination, and shall not relieve Submitter of its obligation to indemnify CTIA hereunder.

SECTION FIVE INDEMNIFICATION

5.1 Submitter indemnifies and holds harmless CTIA, its officers, directors, employees, members and agents, against any and all liability, loss, cost damage, claims, suits or expenses (including reasonable attorneys' fees and costs) of any kind whatsoever, arising in any way from any negligent or willful acts or omission related to or in breach of this Agreement by Submitter or its agents or employees, or from Submitter's use, marketing, or sale of the specified Subsystem, including but not limited to third party claims for injury or damage allegedly caused by the performance or failure to perform of the specified Subsystem or false or misleading advertising or marketing in connection with the specified Subsystem during the period of this Agreement or thereafter. Conversely, CTIA indemnifies and holds harmless Submitter, its officers, directors, employees, members, and agents against any and all liability, loss, cost, damage, claims, suits, or expenses (including reasonable attorneys' fees and costs) of any kind whatsoever, arising in any way from any negligent or willful acts or omission related to or in breach of this Agreement by CTIA, its agents or employees.

5.2 Submitter shall defend CTIA against any claim to which its indemnity relates, provided that:

- (i) CTIA provides Submitter with notice of the claim promptly after CTIA becomes aware of such claim, and the notice shall state the facts giving rise to such claim;
- (ii) Submitter controls the defense or settlement of such claim, and Submitter shall not settle or otherwise dispose of such claim without CTIA's prior written consent;
- (iii) CTIA cooperates with Submitter in every reasonable way to facilitate the defense or settlement of such claim; and
- (iv) CTIA does not settle or otherwise dispose of such claim without Submitter's prior written consent, and such consent shall not be unreasonably withheld or delayed.

5.3 CTIA shall defend Submitter against any claim to which its indemnity relates, provided that:

- (i) Submitter provides CTIA with notice of the claim promptly after Submitter becomes aware of such claim, and the notice shall state the facts giving rise to such claim;
- (ii) CTIA controls the defense or settlement of such claim, and CTIA shall not settle or otherwise dispose of such claim without Submitter's prior written consent;
- (iii) Submitter cooperates with CTIA in every reasonable way to facilitate the defense or settlement of such claim; and
- (iv) Submitter does not settle or otherwise dispose of such claim without CTIA's prior written consent, and such consent shall not be unreasonably withheld or delayed.

**SECTION SIX
LIMITATION OF LIABILITY**

6.1 Submitter acknowledges and agrees that CTIA shall not be responsible for the loss, damage, or claim in connection with the use or marketing of the specified Subsystem, whether liability is asserted in contract or tort (including negligence or strict liability). In no event will either party be liable to the other party, or to any third party, for the loss of profits, loss of use, loss of production, loss of goodwill, or incidental, indirect, or consequential damages of any kind.

6.2 In no event will Submitter be liable to CTIA, or to any third party, for special, incidental or consequential damages (including, without limitation, loss or use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law, even if Submitter has been advised of the possibility of such damages.

**SECTION SEVEN
NO APPROVAL**

7.1 This Agreement does not constitute CTIA's guarantee or warranty of the specified Subsystem and no representation of any kind by Submitter in connection with its use of the specified Subsystem or otherwise will directly or indirectly, explicitly or implicitly convey or suggest any such guarantee or warranty. CTIA may require that a statement disclaiming any CTIA guarantee or warranty must be included in the marketing and informational materials accompanying the specified Subsystem.

**SECTION EIGHT
INSURANCE**

8.1 Submitter will maintain during the period of this Agreement liability insurance of at least two million dollars in policy limits covering claims or suits arising from the specified Subsystem and will include CTIA as an additional insured on the policy as to matters covered by this Agreement, and Submitter shall furnish to CTIA evidence of that insurance.

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IN WITNESS WHEREOF, CTIA and Submitter have executed this Agreement as of the dates set forth below.

CTIA – The Wireless Association®	SUBMITTER
By: 	By: _____
Robert Mesriow Vice President, Operations	Name: GORDHAN C. HINGORANI Title: Agency Compliance Engineering Director
By: 	
Mark Sargent Assistant Vice President, Certification Programs	
Date: May 9, 2011	Date: May 09, 2011