

## LABORATORY ACCREDITATION CHART

### Accreditation Process

Sigfox has set up a certification process to certify partner's Products.

The certification is given to Products that have fully implemented the specifications, protocols, and other design or other requirements of the certification process and where representative samples of such product has passed all applicable compliance testing procedures set forth in the certification process.

Sigfox has chosen to enter into a qualification process to select laboratories to perform compliance testing procedures established by SIGFOX in the framework of its certification process.

The Parties agree that the present agreement cancel and replace the previous accreditation agreement concluded between the Parties.

### Laboratory obligations

To pass the qualification process and to keep the accreditation, the laboratory has to comply with conditions listed in the document "Sigfox certification accreditation for labs" in Annex1.

Laboratory shall perform its services in accordance with good industry practice and state of art with the required level of quality, security and performance and in compliance with any applicable law and regulation.

Laboratory may lose its accreditation in the following cases:

- If it does not comply anymore with the conditions listed in the document "Sigfox certification accreditation for labs";
- In case of repeated and/or gross failure(s) in the performance of the service;
- In any case where laboratory behaviour should attempt to Sigfox image and reputation.

If the laboratory is accredited by SIGFOX, it will be allowed to use the logo "Sigfox Partner". This right of use is provided worldwide and for all the time the laboratory remains accredited. The use of the logo shall respect the trademark use graphic charter described in the SIGFOX brand platform available at <https://brand.sigfox.com>.

### Sigfox obligations

Sigfox will make its best efforts to:

- To provide accredited laboratory with updated procedure and protocols if the Sigfox certification process changes;
- Provide accredited laboratories with all Information and support necessary to implement the SIGFOX testing procedure.

**Independence**

Sigfox certification candidates who want to certify products will directly deal with accredited laboratory. The fees relating to the performance of the service will directly be paid by the candidate to the laboratory.

The laboratory shall defend, hold SIGFOX harmless and fully indemnify SIGFOX from and against any and all losses, including lawyers' fees and damages, which may result from any proceeding or claim brought by a SIGFOX certification candidate in connection with the performance of their service.

**Miscellaneous**

Sigfox may, in its sole discretion, change the accreditation chart. Sigfox will give the laboratory sixty (60) days' e-mail or other written notice of any substantive changes.

ANNEX1

Sigfox certification applicability	
<input type="checkbox"/>	<b>Radiated performance tests</b> to assess the radiated performances of a device
<input type="checkbox"/>	<b>RF &amp; protocol tests</b> to check the Sigfox protocol & the RF performances of product (a device or a Modular Design)

Mandatory criteria	
<input type="checkbox"/>	NDA (non-disclosure agreement) is signed between Sigfox and test house
<input type="checkbox"/>	<p>Lab has ISO 17025 accreditation including at least one radio international standard (accreditation certificate to be delivered including scope of accreditation)</p> <p>Ex: ETSI EN 300 220-1, FCC 47 CFR Part 15, AS/NZS 4268...</p>
<input type="checkbox"/>	<p>Lab can perform Radiated performance tests according to the Sigfox Radiated performance tests specification:</p> <ul style="list-style-type: none"> <li>• Sigfox Radiated performance tests specification.pdf</li> </ul>
<input type="checkbox"/>	<p>Lab can perform RF performance &amp; protocol testing according to the Sigfox test specification, test plan and test procedure:</p> <ul style="list-style-type: none"> <li>• Sigfox RF &amp; protocol Specifications RCx Upkink Downlink.pdf</li> <li>• Sigfox RF &amp; protocol Test Plan RCx Upkink Downlink.pdf</li> <li>• Sigfox RF &amp; protocol Test Procedure RCx Upkink Downlink.pdf</li> </ul>
<input type="checkbox"/>	Lab must own at least one full or semi anechoic chamber up to 1GHz to perform radiated performance tests automatically
<input type="checkbox"/>	Lab must own a test setup compatible with the Sigfox RF & protocol Test Procedure to perform RF & protocol tests automatically
<input type="checkbox"/>	<p>Lab can perform accredited tests for at least one of the following type approval:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> ETSI</li> <li><input type="checkbox"/> FCC</li> <li><input type="checkbox"/> ARIB</li> <li><input type="checkbox"/> ANATEL</li> <li><input type="checkbox"/> other</li> </ul>
<input type="checkbox"/>	Lab agrees to inform Sigfox with the prices of a Sigfox certification tests (Radiated performance tests and RF & protocol tests) invoiced to the Sigfox partner and authorizes Sigfox to communicate them to partners
<input type="checkbox"/>	<p>Lab agrees to inform Sigfox with the:</p> <ul style="list-style-type: none"> <li>• Number of certification being processed each week</li> <li>• Number of certification iteration for each product</li> <li>• Manufacturer name /address / email / phone / country</li> <li>• Type of modular design embedded in the device</li> <li>• Product name / application / SW and HW version / communication mode</li> </ul>

<input type="checkbox"/>	Lab agrees to commit on a date of testing with partner
<input type="checkbox"/>	Lab agrees to provide a report to partner in English including the requested tests (Radiated performance tests and/or RF & protocol tests), test conditions and relevant information (photo, test setup...) based on the Sigfox Radiated performance test specification or the Be Prepared document for RF performance & protocol testing
<input type="checkbox"/>	Lab agrees to be audited by Sigfox
<input type="checkbox"/>	Labs agrees to perform testing on one golden device for free as a proof of testing capability (Radiated performance tests and RF & protocol tests)
<input type="checkbox"/>	Lab agrees to comply with test requirement upgrades and test equipment software upgrades being deployed by Sigfox
<input type="checkbox"/>	Lab agrees to follow a training on Sigfox technology and certification processes
<input type="checkbox"/>	Lab agrees to include Sigfox test services in their web site
<input type="checkbox"/>	Lab agrees to sign the RSA Software License agreement in Annex 2 (only applies to RF performance & protocol testing)

<b>Optional criteria</b>	
<input type="checkbox"/>	Lab has skills to support partner on <ul style="list-style-type: none"> <li><input type="checkbox"/> Sigfox technology</li> <li><input type="checkbox"/> Antenna design</li> <li><input type="checkbox"/> Type approval</li> </ul>
<input type="checkbox"/>	Lab is <ul style="list-style-type: none"> <li><input type="checkbox"/> NB (Notified Body)</li> <li><input type="checkbox"/> TCB (Telecommunication Certification Body)</li> </ul>

For SIGFOX  
 Signature: \_\_\_\_\_  
 Name: Raoul Mallart  
 Title: CTO  
 Date:

For **XXXX**  
 Signature: \_\_\_\_\_  
 Name:  
 Title:  
 Date:

**ANNEX2****SOFTWARE LICENSE AGREEMENT  
RSA (Radio Signal Analyzer)****Between**

**SIGFOX**, a company registered under number 514 582 444, with a share capital of 816.784,10 euros under the laws of France, whose registered office is at 425 rue Jean Rostand, 31 670 Labège, France, (herein referred to as “**SIGFOX**”), represented by Raoul Mallart, duly authorized for this purpose;

**On the one hand, and**

**XXX**, a company registered under number **XXX** under the laws of **XXX**, whose registered office is at **xxxxxxx** (herein referred to as the “**Licensee**”), represented by **xxxxxxx**, duly authorized for this purpose;

**On the other hand.****THE FOLLOWING HAS BEEN HEREBY AGREED AND APPROVED**

## 1. Software License Grant

SIGFOX hereby grants to the Licensee a non-exclusive, worldwide, non-transferable, revocable, royalty-free license to use the Radio Signal Analyzer software and its subsequent versions (the “**Software**”) exclusively for the performance of compliance testing in the frame of the Sigfox Verified certification and pre-certification (or equivalent certification and pre-certification) conducted by the Licensee (the “**Purpose**”). The Sigfox Verified certification process and test procedures are described at [build.sigfox.com](http://build.sigfox.com).

## 2. Licensee Obligations

The Licensee shall:

- a) Only use the Software for the Purpose and in accordance with the test procedures and the user guide documentations, available at [build.sigfox.com](http://build.sigfox.com).
- b) not make any copy of the Software except for the purpose and one copy solely for back-up purposes, as long as trademarks, copyright and other intellectual property notices are reproduced on the copies;
- c) not alter, modify, correct, translate into other languages the Software without SIGFOX prior written consent;
- d) not integrate all or part of the Software in any manner whatsoever into another software product except for the Purpose, nor create a software product derived from the Software;
- e) not delete any identification or declaration relative to the intellectual property rights, trademarks or any other information related to ownership or intellectual property rights in the Software;
- f) not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Software;
- g) not sell, distribute, grant, sublicense, publish the Software;

h) not enter into any agreements with third parties that would cause Licensee's breach of this Agreement.

### 3. License Term

This Agreement enter into force as from the date of its signature until this Agreement is terminated for any reason whatsoever.

However, either Party is entitled to terminate the Agreement for convenience by providing the other Party with a sixty (60) calendar days prior written notice.

Without prejudice to any other rights, SIGFOX may terminate the Agreement at any time if the Licensee breaches any of the terms and conditions stated herein and provided that such breach is not cured within sixty (60) calendar days from the date of written notice from SIGFOX to the Licensee to cure such breach.

Upon termination of the Agreement for any reason, the Licensee shall no longer have any right on the Software and must destroy all copies of the Software.

### 4. Intellectual Property

SIGFOX or its licensors own and shall retain all proprietary rights, title and interest, including all intellectual property in and to the Software. Nothing herein constitutes the transfer of any ownership rights on the Software to the Licensee.

Neither Party may use the other Party's name in connection with this Agreement without the prior written consent of the other Party.

### 5. Warranty

SIGFOX SOLELY WARRANTS THAT THE SOFTWARE SUBSTANTIALLY PERFORMS IN ACCORDANCE WITH THE FUNCTIONS DESCRIBED IN THE SOFTWARE USER GUIDE FOR THE MOST CURRENT VERSION OF THE SOFTWARE. THE PRECEDING WARRANTY WILL NOT APPLY IF: (A) THE SOFTWARE IS MODIFIED WITHOUT SIGFOX'S PRIOR WRITTEN CONSENT, AND/OR (B) THE SOFTWARE IS USED OTHER THAN IN ACCORDANCE WITH THE AGREEMENT OR THE TEST PROCEDURES AND USER GUIDE DOCUMENTATION.

TO THE FULLEST EXTENT PERMITTED BY LAW SIGFOX EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. LICENSEE WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO ITS HARDWARE OR LOSS OF DATA THAT MAY RESULTS FROM THE USE OF THE SOFTWARE. SIGFOX MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

### 6. Limitation of Liability

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL SIGFOX BE LIABLE FOR DIRECT OR INDIRECT**

**DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING FROM OR RELATED TO LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE AND EVEN IF THE LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

7. Miscellaneous

In the event that any provision of this Agreement should for any reason be held ineffective, the remainder of this Agreement shall remain in full force and effect. The invalid provision shall be replaced by such valid one as the parties would have chosen had they been aware of the invalidity of the provision.

The failure of any Party to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by both Parties.

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

The right to use the Software is personal to the Licensee. Licensee may not assign or transfer any of your rights or obligations under this Agreement to a third party without the prior written consent of SIGFOX. SIGFOX may freely assign this Agreement.

8. Governing Law

This Agreement shall be governed and construed in accordance with the laws of France, exclusive of its conflict of laws provisions. The Parties consent to the exclusive jurisdiction of the Courts of Paris, France, for any dispute arising out of or related to this Agreement, disregarding any inconvenience of venue or others.

IN WITNESS WHEREOF, the parties have caused the execution of this license by their duly-authorized officers on the **xx xxxxxxxx 2018**:

For SIGFOX

For **XXXX**

\_\_\_\_\_  
Name: Raoul Mallart

\_\_\_\_\_  
Name:

Title: CTO

Title: