

**Registration Agreement
Between
The Consumer Electronics Association
And**

I. Common Agreements and Principles

- A. This is a voluntary agreement between _____ (Manufacturer) and the Consumer Electronics Association (CEA) by which Manufacturer joins the RDS Certification Program (Program). The terms of this MOU shall apply to products sold by Manufacturer under its own brand name(s).
- B. CEA and Manufacturer agree that the primary purpose of the Program is to minimize consumer confusion and assist consumers in making educated purchases of RDS products.
- C. CEA and Manufacturer agree the Program is a self certification program and that Manufacturers shall execute a Registration Agreement (Agreement) prior to the use of the Logo, and shall associate the Logo only with Conforming Products (see Section II of this Agreement).
- D. CEA and Manufacturer agree that as technologies and markets change, it may become desirable to revise the specifications contained in this MOU.
- E. CEA and Manufacturer agree that any product model that qualifies for the RDS certification logo (Logo) may continue to bear the Logo until the model is phased out of the market, as long as it continues to meet the specifications under which it was originally qualified (i.e., new specifications will not apply retroactively to previously qualified products.)
- F. CEA and Manufacturer agree that maintaining public confidence in the Program is critical to achieving the shared goals of CEA and Manufacturer with respect to the Program.
- G. If either party believes that the other is not meeting all of its commitments, each agrees to notify the other formally in writing. CEA and Manufacturer agree to respond in writing within 20 business days of receiving the other's letter. At that time, the recipient will do one of the following: (a) undertake the corrective actions sought by the other, (b) explain why such corrective actions cannot be undertaken.

II. Definitions

Conforming Product Only Conforming Products are eligible for certification under this Agreement.

In order for an encoder to conform to the U.S. RBDS Standard, it must transmit At least one of the listed RBDS features in a manner that complies with the U.S. RBDS Standard. This means that the encoder must produce a signal that complies with the modulation characteristics

described in Section 1 of the Standard, and that this signal must comply with the baseband coding specifications in Section 2 of the Standard, and that this signal must comply with the message format requirements in the Standard for at least one of the RBDS features listed in the Conformance Standard.

In order for a receiver to conform to the U.S. RBDS Standard, it must accurately decode at least one conformant RBDA feature being transmitted by a conformant RBDS encoder.

III. Entry into Force and Duration

- A. CEA and Manufacturer agree that the terms outlined in this MOU shall become effective when signed by CEA and Manufacturer.
- B. CEA and Manufacturer agree that, as of July 1, 1998, Manufacturer may begin to qualify radio receivers, encoders, and other products, under this agreement.
- C. CEA and Manufacturer agree that this agreement can be terminated by CEA or Manufacturer at any time, and for any reason, with no penalty.

IV. Manufacturer Responsibilities

A. Appointment of Liaison

Manufacturer agrees to designate a liaison for the Program, and to notify CEA within one month of any change in liaison responsibility.

B. Product Testing

Manufacturer agrees to perform tests, as necessary, to determine which of its product models comply. Manufacturer shall self-certify those products models that it determines to be Conforming Products. Manufacturer may submit information to CEA on compliant product models on a voluntary basis.

C. Consumer Acceptance

Manufacturer agrees to make an effort to encourage consumer acceptance of products introduced under this agreement and bearing the logo.

D. Fee

Each manufacturer shall pay to CEA an annual registration fee of \$100.00. The purpose of the registration fee is to cover CEA's costs for managing the Certification Program.

V. CEA's Responsibilities

A. Appointment of Liaison

CEA agrees to designate a liaison with Manufacturer for the Program and to notify Manufacturer within one month of any change in liaison responsibility.

B. Response and Record Keeping

Within ten business days, CEA shall confirm receipt of the Manufacturer's registration agreement. Upon receipt of CEA's confirmation, the Manufacturer may assume authorization to use the logo under the provisions of this MOU and the logo use guidelines. CEA shall maintain a public record of all registrations.

C. Product Testing

CEA agrees to accept the certification by the Manufacturer that their qualifying product models satisfy the specifications set forth in this MOU. While this is a self-certifying process, CEA reserves the right to conduct tests on products bearing the logo from either the open market or other available sources, or voluntarily received from Manufacturer.

VI. Use of the DTV Certification Logo

A. Association Logo with Qualifying Models

It is the responsibility of the Manufacturer to associate the Logo, and the Program only with Conforming Products.

B. Registered Marks

The manufacturer understands that the logo is registered as the property of CEA and the NAB. The Manufacturer shall note this registered status, as appropriate. This may include: (a) inserting the registered symbol, next to the logo each time it appears on a product or in a brochure, poster, advertisement, or other document, or (b) providing the following statement: the RDS Logo is a U.S. Registered mark.

C. Altering Logo

Manufacturer agrees not to alter the logo.

D. Termination of Registration Agreement

If either CEA or Manufacturer terminates the Registration Agreement for a specific model, Manufacturer will no longer be entitled to apply the logo to newly manufactured products of that model. Any product of that model bearing the logo that has been shipped by the Manufacturer prior to program termination may be allowed to be marketed and sold.

E. Endorsement

Manufacturer understands that participation in the Program does not constitute CEA endorsement of its products. Manufacturer shall not utilize the logo in a manner that might imply CEA endorsement of the Manufacturer or of Manufacturer's products.

VII. Consumer Education

A. Identification of Qualifying Products in the Marketplace

Manufacturer should ensure that consumers have a quick and easy method of determining which of their models are certified. To achieve this goal, Manufacturer should place the logo on all certified models, their packaging, and product-related materials such as brochures, manuals, and advertisements.

B. Product Literature

It is important that consumers can identify and understand the benefits of the product models that the Manufacturer qualifies as Certified. Accordingly, Manufacturer agrees to provide general information to consumers regarding the logo and the RDS Certification Program.

VIII. Challenges

A. Good Faith Principle

Each party agrees to assume good faith as a general principle for resolving challenges under the Program.

B. Procedure for Addressing Non-Compliant Products

1. If CEA receives information that a product registered by CEA and using the logo may not meet all of the terms of the Registration Agreement, then CEA will notify Manufacturer and attempt to address and resolve the problem informally.
2. If these informal discussions do not produce a mutually agreeable resolution, CEA will notify Manufacturer in writing. Manufacturer agrees to reply to CEA in writing within 20 business days of receiving CEA's letter. At that time, Manufacturer shall agree to do one of the following: (a) agree to submit the affected product to compliance testing (see Compliance Test Procedure, (*Conformance Standard and Compliance Test Procedure for the United States Radio broadcast Data System (RBDS) Standard*, dated April 15, 1998) (b) undertake in a timely manner, the corrective actions sought by CEA or (c) voluntarily terminate this agreement. If Manufacturer does not respond to Manufacturer's letter within 20 business days, or responds but does not agree to either (a), (b), or (c) then this agreement is terminated. All costs incurred in this verification process shall be borne by the registering party if the product is found to be non-compliant, and by the party asserting the challenge if the product is found to be compliant.

IX. General

A. Indemnification

The Manufacturer agrees to indemnify and hold harmless CEA and its officers, directors, and agents from any claims, liabilities, damages, or costs arising under this Agreement.

B. Governing Law

This document shall be construed under the laws of the State of Virginia.

* * * * *

The undersigned hereby execute this Memorandum of Understanding on behalf of their parties. The signer of this agreement affirms that he/she has the authority to commit their parties to participation in the Program.

For Manufacturer

Signature: _____ Date: _____

Name:

Title:

For the Consumer Electronics Association.

Signature: _____ Date: _____

Name:

Title: