



Violette Engineering Corporation
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**US AUTHORIZATION LETTER
Supplier's Declaration of Conformity**

This authorization letter is issued in accordance with the requirements of the Federal Communications Commission (FCC) Supplier's Declaration of Conformity (SDoC), a process for Equipment Authorization.

An SDoc is one way to show that a product, process or service conforms to a standard or technical regulation, in which a supplier provides written assurance of conformity to the specified requirements. The supplier makes such a declaration based on the results of testing or inspection the manufacturer undertakes or authorizes others to undertake on his/her/they behalf. Conformity is, in short, the responsibility of the supplier and a procedure where the Supplier makes measurements or completes other procedures found acceptable to the FCC to ensure that the equipment complies with the appropriate technical standards.

Based on Supplier's representations, warranties and covenants, as noted herein, Violette Engineering Corporation (VEC) agrees to serve as the Responsible Party for the period stated below by serving solely as the contact point for any inquiries from the FCC in all cases subject to the Standard Terms and Conditions attached hereto and incorporated herein by this reference (T&Cs).

Submittal to the FCC of a sample unit or representative data demonstrating compliance is not required unless specifically requested pursuant to 47 C.F.R. § 2.945. If so requested by the FCC, VEC may serve also as transshipment point for an audit sample subject to the assessment and payment of additional fees and third party charges, if any.

Supplier is required to maintain all technical and non-technical compliance requirements that apply to their devices. VEC is not responsible for and expressly disclaims any responsibility for resolving non-compliances that may arise during or after the period of this representation and VEC shall not be held liable for any costs, fees, fines or penalties that may arise out of or be related to non-compliance with any regulatory or recordkeeping requirements concerning the equipment, accessories or documentation of any kind or in any form of medium, including but not limited to electronic or hard copy.

Copies of all SDocS and Test Reports issued under this Authorization Letter shall be provided to VEC prior to import of said equipment.

Effective Date: **2 May 2022**
Termination Date: Two Years from Effective Date
Project ID: **V1907**
Supplier: **Shearwater Research**

VIOLETTE ENGINEERING CORPORATION

Signature: 

Printed Name: Michael F. Violette, President

Attachment A: List of Models covered by this agreement.

Attachment A

List of Models covered by Agreement

Supplier: **Shearwater Research**

Trade Name	Model Number	Description
Near Eye Remote Display	NERD2 SA NERD2 EXT NERD2 DiveCAN	Part 15 unintentional emitter
Dive Computer	PERDIX AI	Part 15 unintentional emitter
Scuba Computer with Charger	PEREGRINE	Part 15 unintentional emitter
Dive Watch	Teric	Part 15 unintentional emitter
Dive Computer	Perdix 2	Part 15 unintentional emitter
Dive Computer	Petrel 3 Stand Alone (SA) Petrel 3 Fischer Connector (FC) Petrel 3 DiveCAN Cable Gland (DCG) Petrel 3 Analog Cable Gland (ACG)	Part 15 unintentional emitter
Dive Computer	Tern Tern TX	Part 15 unintentional emitter

STANDARD TERMS AND CONDITIONS

1. GENERAL. These Standard Terms and Conditions (“T&Cs”) are attached to and made part of that certain Authorization Letter issued by Violette Engineering Corporation (“VEC”) on behalf of the Supplier listed herein. As a condition to the issuance of the Authorization Letter, Supplier expressly agrees to these T&Cs. VEC shall be entitled to update or amend these T&Cs upon no less than thirty (30) days’ prior written notice to Supplier. Such notice of amended T&Cs is satisfied by either posting such T&Cs on VEC’s website or sending Supplier the updated or amended T&Cs to Supplier’s last known postal or email addresses as listed in the Authorization Letter or as updated by Supplier pursuant to these T&Cs. Thirty (30) days after either the posting of such amended T&Cs on VEC’s website or VEC’s delivery of written notice of such changes as provided herein, Supplier will be bound by such changes. For purposes of these T&Cs, a “writing” shall include any formal handwritten instrument, electronic mail from an authorized representative of VEC, or the exchange of files between Supplier and VEC.

2. SCOPE: VEC is serving solely as Supplier’s Responsible Party as the contact point for any inquiries from the United States Federal Communications Commission (the “FCC”) under 47 C.F.R. § 2.909(b)(2) for the period stated in the Authorization Letter. Supplier expressly acknowledges and agrees that VEC is not, and shall not be nor considered, the importer of record for any products imported by Supplier. VEC is not responsible for resolving non-compliance that may arise during or after the period of this representation nor shall VEC be held liable for any costs, fee, fines or penalties arising out of or relating to non-compliance with regulatory requirements that apply to any Supplier products, equipment, accessories or documentation of any kind (electronic or hard copy).

3. PAYMENT. Supplier shall pay VEC the then current price for the services as of the Effective Date for that Term. VEC retains sole discretion to alter such price for any subsequent term. VEC shall be entitled to update or amend its fees upon no less than thirty (30) days’ prior written notice to Supplier. Such notice of amended fees is satisfied by either posting such fees on VEC’s website or sending Supplier the updated or amended fees to Supplier’s last known postal and email addresses as listed in the Authorization Letter or as updated by Supplier pursuant to these T&Cs. Thirty (30) days after either the posting of such amended T&Cs on VEC’s website or

VEC’s delivery of written notice of such changes as provided herein, Supplier will be bound by such changes.

4. TERMINATION. Notwithstanding anything to the contrary herein, VEC may terminate the Authorization Letter upon written notice to Supplier if breaches any provision of these T&Cs and fails to cure such breach, if capable of cure, no later than ten (10) days following VEC’s delivery of written notice of such breach. VEC may terminate the Authorization Letter immediately upon written notice to Supplier if Supplier becomes or is declared insolvent, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed for it, enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it, which petition is not dismissed with prejudice within sixty (60) days after filing.

5. REPRESENTATIONS AND WARRANTIES. Supplier represents, warrants and covenants to VEC as follows, and failure to comply with this section shall be deemed a material breach of these T&Cs and VEC will have the right to immediately terminate the Authorization Letter without any liability to Supplier:

(a) Compliance with Laws. All obligations of Supplier pursuant to this Authorization Letter shall comply with Applicable Law (defined below), and all models listed on Attachment A to the Authorization Letter (the “Covered Models”) shall be manufactured, stored, packaged, handled and shipped in full compliance with each applicable statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, order, writ, judgment, injunction, decree, stipulation, award or determination entered by or with any Governmental Authority (defined below) or other requirement or rule of law of any Governmental Authority, including, without limitation, the laws of the United States (collectively, “Applicable Law”), including but not limited to: (a) any rules or regulations promulgated by the FCC.

(b) No Violations. As of the date of the Authorization Letter, and as of the effective date of Supplier’s importation of the Covered Models, Supplier is not aware of any violations of Applicable Law by Supplier or which in any way relate to the import of the goods generally.

(c) Permits. Supplier has obtained and shall maintain all requisite material permits required by any:

(i) nation, state, county, city, town, borough, village, district or other jurisdiction; (ii) federal, state, local, municipal government; and (iii) governmental or quasi-governmental authority of any nature (including any agency (including regulatory agencies), administration branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers), including the FCC and other applicable regulatory agencies (collectively, "Governmental Authority"), to supply, manufacture and import the Covered Models.

(d) Records. Supplier shall maintain and is solely responsible for recordkeeping requirements concerning all technical and non-technical compliance requirements that apply to the Covered Models.

(e) Documentation. All documents and other papers delivered by or on behalf of Supplier to VEC, including Supplier's Declaration of Conformity and all Test Reports, are accurate and complete in all material respects, are authentic, and no representation or warranty of Supplier contained in herein, or in any documentation provided to VEC with respect to the Covered Models, contains any untrue statement or omits to state a fact necessary in order to make the statements herein or therein, in light of the circumstances under which they were made, not misleading.

(f) Merchantability. Covered Models shall be of good and merchantable quality and will be free from defects and suitable for the purposes for which such goods are marketed, sold, used or intended.

(g) Injury. Supplier has not previously been and is not, as of the date hereof, a party to any litigation involving claims of injury to person or damage to property arising from the use of any product supplied by Supplier, and Supplier is not aware of any such litigation or any other actions, proceedings, claims or investigations, whether past, pending or threatened, involving injury to person or damage to property arising from the use of such products.

6. INDEMNIFICATION. Supplier shall to the greatest extent permitted under Applicable Law indemnify, defend and hold harmless VEC and each of its shareholders, officers, directors, agents, attorneys, successors and assigns, and each of their respective representatives (collectively, the "VEC Parties") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, causes of action, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including,

without limitation, reasonable attorneys' fees, fees and the cost of pursuing any insurance providers, incurred by any Supplier Party (collectively, "Losses"), arising out of or relating to: (a) the issuance of the Authorization Letter; (b) any breach or non-fulfillment of any of Supplier's representations, warranties, or covenants set forth herein; (c) any third-party claims, including any claims from any Governmental Authorities, against VEC arising out of or related to the issuance of the Authorization Letter or the course of dealing between VEC and Supplier; (d) any negligent or culpable act or omission Supplier or any of its representatives (including any recklessness or willful misconduct) in connection with the importation of the Covered Models; (e) any bodily injury, illness, death of any person or damage to real or tangible personal property caused by the acts or omissions of Supplier or any of its representatives; (f) any failure by Supplier or the Covered Products, to comply with Applicable Law; (g) any infringement by any of the Covered Models of any intellectual property of any third party; (h) any product liability claims associated with the Covered Models; and/or (i) any other breach of Supplier's obligations under the Authorization Letter.

7. Limitation of liability. IN NO EVENT SHALL VEC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, LOSS OF USE, AND PERSONAL INJURY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SUFFERED BY THE SUPPLIER OR ANY THIRD PARTY, EVEN IF VEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR SUCH DAMAGES ARE REASONABLY FORESEEABLE. THE PARTIES ACKNOWLEDGE AND AGREE THAT AMOUNTS PAID WITH RESPECT TO CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION HEREUNDER SHALL BE CONSIDERED DIRECT DAMAGES AND NOT INCIDENTAL. IN ANY EVENT, NOTWITHSTANDING ANY OTHER PROVISION IN THESE T&CS OR THE AUTHORIZATION LETTER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF VEC TO SUPPLIER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO VEC BY SUPPLIER UNDER THE AUTHORIZATION LETTER.

8. ARBITRATION. Any controversy or claim arising out of or relating to the Authorization Letter and these T&Cs, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") pursuant to its

Commercial Arbitration Rules as governed by its Expedited Procedures regardless of the amount in controversy (the “Rules”), any arbitration shall be undertaken pursuant to the U.S. Federal Arbitration Act (the “FAA”), as amended, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties expressly disclaim the rules of the AAA’s International Centre for Dispute Resolution (the “ICDR”). The Parties have agreed to execute the Authorization Letter and these T&Cs exclusively in the English language, which shall control for all purposes, and any dispute or communications, written and oral, between the Parties or the arbitrator shall be conducted exclusively in the English language, including, without limitation, the award of the arbitrator. The Authorization Letter and these T&Cs shall be governed by and construed in accordance with the laws of the United States of America and the Commonwealth of Virginia without regard to conflict of law principles (that might dictate the application of the laws of another jurisdiction). The place of arbitration shall be in Arlington, Virginia, USA, and each of the Parties waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any such legal proceeding shall be heard and determined only pursuant to the AAA Rules and agrees not to bring any legal proceeding arising out of or relating to the Authorization Letter and these T&Cs in any court or before any other arbitral body. Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the Authorization Letter and these T&Cs or who are proper Parties, shall be submitted to and ruled on by the arbitrator. The arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter and to conduct virtual conferences with the parties, including any hearing. The arbitrator shall be bound by the provisions of the Authorization Letter and these T&Cs and base the award on applicable law and judicial precedent. Upon rendering a decision, the arbitrator shall state in writing the basis for the decision in a reasoned opinion, including the findings of fact and conclusions of law upon which the decision is based. The decision of the arbitrator shall be final and binding upon the parties, and shall not be subject to appeal. The arbitrator shall award to the prevailing party all of its costs and fees. “Costs and fees” mean all reasonable pre- and post-award expenses of the arbitration, including the arbitrator’s fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, attorneys’ fees, interest (calculated

consistent with 28 U.S.C. § 1961), and any fees arising out of or related to efforts to enforce the award, including confirmation proceedings to obtain a judgement or a challenge of the award pursuant to the FAA.

9. NOTICES. All notices and other communications required or permitted under these T&Cs shall be in writing and shall be deemed to have been given if delivered personally, by overnight courier, or by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, one day after deposit with an overnight courier, or if mailed, five days after the date of deposit in the United States mail, addressed to the parties at the address set forth in the Authorization Letter. As a courtesy which shall not constitute service, the parties agree to send a copy of such notice via electronic mail where practicable.

10. SURVIVAL. Sections 2, 3, 5, 6, 7, 9, 10, 11, 12, 13, and 14, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of the Authorization Letter.

11. MISCELLANEOUS.

(a) Support. Each party shall comply with reasonable requests by other that relate to the Agreement.

(b) No Assignment. Supplier may not assign the Authorization Letter or its rights or obligations under these T&Cs without the prior written consent of VEC, which consent shall not be unreasonably withheld. Any assignment absent such consent shall be deemed null and void ab initio.

(c) Successors and Assigns. These T&Cs shall be binding upon and inure to the benefit of the parties hereto and to each of their permitted successors and assigns.

(d) Severability. In the event that any one or more provisions of these T&Cs shall for any reason be held to be invalid, illegal or unenforceable, any such invalid, illegal or unenforceable provision shall be treated as modified to the least extent necessary to rectify its invalidity, illegality or unenforceability, and shall be enforced as so modified.

(e) Cumulative Rights. The rights and remedies of VEC and Supplier provided in these T&Cs and by law are cumulative.

(f) Headings. The headings in these T&Cs are for the purpose of convenience only and they are not intended to be a material part of the T&Cs.

(g) Force Majeure. Except for the obligation of Supplier to issue payment to VEC, each party shall be excused for any failure or delay in performance hereunder, in whole or in part, to the extent caused by events beyond its reasonable control, such as fire, floods, storms, embargoes, war or acts of war, acts of terrorism, insurrections, riots or other civil commotions, strikes (other than strikes of a party or its contractors), lockouts, governmental orders, acts of God, pandemics (including but not limited to COVID-19), or acts, omissions, or delays in acting by any Governmental Authority (each such event, a "Force Majeure").

(h) Independent Contractors. There are no intended third-party beneficiaries of the Authorization Letter and these T&Cs.

(i) Non-Restrictive Relationship. Nothing in the Authorization Letter and these T&Cs shall be construed to preclude VEC from engaging, distributing or marketing services which may perform the same or similar functions as those provided for under the Authorization Letter and these T&Cs to another party.

(j) Waiver. The failure of VEC at any time to require performance by Supplier of any provision of these T&Cs shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of VEC of a breach of any provision of these T&Cs constitute a waiver of any succeeding breach of the same or any other provision.

(k) Precedence. In the event of a conflict between the provisions of these T&Cs and the Authorization Letter, the provisions of these T&Cs shall take precedence.

(l) Counterparts. This Authorization Letter may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(m) Authorized Representative. Each party represents, warrants and covenants that: (i) execution, delivery and performance hereof has been duly authorized by all necessary corporate action and shall not contravene any law or the provisions of any agreement; (ii) the individual(s) executing such was duly authorized to do so; and (iii) the Authorization Letter and these T&Cs is a legal, valid and binding agreement and enforceable in accordance with its terms.

(n) Entire Agreement & Modification. These T&Cs and any accompanying Agreement and exhibits contain the entire agreement between the parties as to the subject matter hereof. These T&Cs supersede all prior oral and written agreements between the parties with respect to the subject matter hereof. These T&Cs may not be modified or amended except in a writing signed by an authorized representative of each party. No oral communication or electronic acceptance of a purported agreement using an "I Accept" or similar acceptance method shall constitute an amendment hereto.