

# ***Bluetooth*® Compatibility Certification Program Management Document**

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**Revision 4.0  
September 2017**

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# 1 Overview

## 1.1 Purpose

The purpose of the CTIA *Bluetooth*<sup>®1</sup> Compatibility Certification Program (“Program”) is to evaluate the implementation, integration, and interaction between two *Bluetooth* devices, one of which incorporates cellular technology, that support complementary profiles and roles.

## 1.2 Scope

This *Bluetooth* Compatibility Certification Program Management Document (BCCPMD) defines the requirements and processes of the Program. For device vendors, this document describes the requirements for obtaining and maintaining CTIA Certification and the process to apply for certification. For test laboratories, this document describes the requirements to become a CTIA Authorized Testing Laboratory (CATL) and the procedures to evaluate vendors’ devices.

## 1.3 Definitions

BCCPMD: *Bluetooth* Compatibility Certification Program Management Document

CATL: CTIA Authorized Test Lab with scope of *Bluetooth* Compatibility Certification

ECO: Engineering Change Order. An ECO request is a request to certify a hardware or software update of a previously submitted device.

EPL: End Product Listing as defined by the Bluetooth SIG

PICS: Profile Implementation Conformance Statement as defined by the Bluetooth SIG

QDID: Qualified Design ID as defined by the Bluetooth SIG

QDL: Qualified Design Listing as defined by the Bluetooth SIG

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<sup>1</sup> *Bluetooth* is a registered trademark of the Bluetooth SIG, Inc.

## 2 Roles and Responsibilities

This section describes the roles and responsibilities of the parties involved with the Program and mentioned in this document.

### 2.1 CTIA

As owner of the Program, CTIA defines the requirements for the Program, administers the overall Program and authorizes CATLs for the Program.

### 2.2 Bluetooth SIG

CTIA and Bluetooth SIG have worked together to improve the device implementation, integration, and interaction between two *Bluetooth* wireless devices that support complementary profiles and roles. Bluetooth SIG device qualification as defined by the *Bluetooth* Qualification Program<sup>2</sup> and End Product Listing are prerequisites to testing for this Program.

### 2.3 CTIA Authorized Testing Laboratories

CATLs shall evaluate devices using criteria set forth in the CTIA *Bluetooth* Compatibility Test Plan (“Test Plan”) and procedures described in Section 3 of this document.

CATLs shall at all times maintain compliance with the Policies and Procedures for CTIA Authorized Testing Laboratories document.

Each CATL shall appoint a Primary Point of Contact (PoC) to interface with CTIA.

CATLs shall attend all face-to-face meetings of the CTIA Certification Program Working Group/Bluetooth IOT Sub-Working Group and, on a rolling basis, participate in 3 out of the last 5 Sub-Working Group conference calls. Should a CATL fail to meet this requirement, their CATL status shall be revoked for a 6-month period<sup>3</sup>. If after 6 months the CATL has attended ALL conference calls and face to face meetings, their CATL status shall be reinstated. Should the CATL fail to meet this requirement a second time, their CATL status shall be revoked and they may re-apply for CATL authorization per the Policies and Procedures for CTIA Authorized Testing Laboratories document.

Active participation during working group conference calls is expected. Should a CATL fail to respond to an inquiry of them during the call, the meeting summary attendee roster will show the CATL as not attending the call.

CATLs may be called upon to assist in validating test cases. This work will be evenly distributed among all CATLs and assigned on a rolling basis through the list of CATLs based on the date of CATL authorization as documented in the CTIA Certification Program Working Group/Bluetooth IOT Sub-Working Group meeting summaries. CATLs are required to accept these assignments.

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<sup>2</sup> The CTIA *Bluetooth* testing is not part of the Bluetooth SIG’s Qualification Program which is described on the Bluetooth SIG’s membership website at: <https://www.bluetooth.org/technical/qualification/overview.htm>

<sup>3</sup> The CATL Review Committee will consider any extenuating circumstances, brought to its attention by the CATL, causing the failure to meet this requirement and has the sole discretion to impose or waive this penalty.

## 2.4 Manufacturers

Manufacturers submitting devices for *Bluetooth* Compatibility testing must follow the procedures described in Section 3 of this document. Testing may be conducted at any of the available CATLs per the manufacturer's choice.

Each manufacturer shall appoint a Primary Point of Contact (PoC) to interface with CTIA.

Manufacturers shall pay a certification fee to CTIA (see [APPENDIX A: CERTIFICATION FEES](#)) and shall pay a certification testing fee to the CATL utilized for certification testing. Certification testing fees will be independently determined by each CATL.

## **3 Program Procedures**

### **3.1 Introduction**

To obtain certification of a device, the mobile device manufacturer or *Bluetooth* accessory manufacturer submits a certification request to CTIA. The manufacturer selects a CATL to evaluate compliance using criteria set forth in the Test Plan. The CATL is notified of the request. Once the CATL has accepted the request, the manufacturer sends the device to the CATL for testing.

The submitting manufacturer's device is known as the "A" device. The CATL shall test the A device against a pre-determined list of "B" devices. The B devices, selected by CTIA member company operators and updated once a year, are certified devices with public EPLs. All Secure Simple Paring (SSP)-capable B devices must accept a connection from a device in SSP debug mode. The B devices are provided by the CATL.

If the A device is a mobile phone, tablet or notebook, it shall be tested against all B-device headsets and car kits. If the A device is a headset or car kit, it shall be tested against all B-device mobile phones, tablets and notebooks. For any other type of device, the CATL shall determine the appropriate B-devices against which to test.

Once the evaluation is complete, the CATL provides an evaluation report to CTIA. The manufacturer pays a certification fee to CTIA and agrees to the terms and conditions of the certification agreement. CTIA certifies the device when all steps are complete.

### **3.2 Test Facilities**

Multiple laboratories are authorized to perform certification testing for the CTIA Certification Program. Labs are authorized per CTIA Certification Test Plan.

A current listing of CATLs can be found within the CTIA certification database and on the CTIA web site at <https://www.ctia.org/initiatives/certification/ctia-authorized-test-labs>.

Vendors may utilize CATLs for pre-certification testing as per Section 3.3 of this document.

### **3.3 Use of the CTIA *Bluetooth* Compatibility Test Plan**

As noted in the copyright statement of the CTIA *Bluetooth* Compatibility Test Plan, only CATLs are permitted to use the test plan for commercial testing purposes. No other test labs are permitted to use the test plan. The test plan may not be altered or reproduced in any way without prior permission from CTIA. No portions of the test plan may be used in other documents without prior permission from CTIA.

CATLs shall refer to the Policies and Procedures for CTIA Authorized Testing Laboratories document and the CATL License and Service Agreement for the terms and conditions under which the test plan may be used.

The test plan must be run in its entirety. No tests shall be omitted.

### 3.4 Manufacturer Submission

Manufacturers shall submit certification requests via CTIA's certification database at <https://cpo.ctia.org/>. User login accounts may be requested by selecting "I need a user name and password" on the login page.

The manufacturer shall select "Bluetooth Compatibility Certification Request - Initial" Request Type and enter information about the device, including:

- Profiles supported
- *Bluetooth* features supported
- *Bluetooth* Declaration ID (required). Should the QDL<sup>4</sup> be a private listing, a screen shot of the listing and the link to the PICS shall also be provided to the CATL.
- *Bluetooth* Subset ID (optional)
- *Bluetooth* SIG QDID (optional)
- *Bluetooth* SIG EPL (hyperlink to listing on Bluetooth SIG web site) (optional).

The manufacturer shall select a CATL.

The manufacturer shall select the operators allowed to view the device, and its certification record, on the CTIA certification database once it is certified. The manufacturer shall also upload the following documents:

- User manual
- Secure Simple Pairing (SSP) Debug Mode Instructions, if the device supports SSP
- Bluetooth Feature List (the database will provide the most recent Bluetooth Feature List template, along with instructions for how to download, complete and re-upload)

The manufacturer shall read and agree to the certification license agreement terms and conditions (see [APPENDIX B: LICENSE AGREEMENT](#)) and click the Submit button.

CTIA will invoice the manufacturer for the CTIA certification fee as described in [APPENDIX A: CERTIFICATION FEES](#).

The CATL will receive an email notification of the certification request. The CATL will log into the database to review and accept/reject the request. The database will send an email notification to the submitter once the CATL has accepted/rejected the request. If the request is rejected, the submitter may re-assign the request to another CATL.

Once the request has been accepted by the CATL, the manufacturer may no longer make changes to the request. The manufacturer shall contact the CATL or CTIA if any changes need to be made to the data entered.

The manufacturer shall then send the device for testing ("A" device) directly to the CATL per the CATL's instructions. The manufacturer may provide multiple A device samples if desired.

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<sup>4</sup> The CATL may find the QDL information by researching the device on the Bluetooth.org web site by QDID

### 3.5 Device Evaluation

The CATL shall compare the Bluetooth SIG PICS document, downloaded from the Bluetooth SIG web site, with the Bluetooth Feature List uploaded to the database by the manufacturer. Any mismatches shall be noted in the test results.

The CATL shall utilize the devices specified in the current published B-device list. The hardware and software versions of these B devices can be those specified in the B-device list or later versions. If the CATL decides to utilize an approved B-device that has a later software or hardware version than that specified in the B-device list, the CATL shall immediately inform the CTIA Certification Program Working Group/Bluetooth IOT Sub-Working Group by way of submitting a contribution identifying the specific hardware or software version of the B-device and detailing any changes in its Bluetooth capabilities. Testing may proceed; the CATL does not need to receive approval from the working group to use the later version. After reviewing the contribution, the working group will decide whether to include this new version in a future update of the B-device list.

The CATL shall test the devices according to the current version of the Test Plan (at the time of submission) and according to the features indicated in the Bluetooth Feature List provided by the manufacturer. The features listed in the Bluetooth Feature List take precedence over features listed or omitted in the User Manual or PICS Document. The CATL shall contact the manufacturer should there be questions on how to use a feature. Results shall be recorded in the Test Results Template downloaded from the database by the CATL.

The A device sample must pass all supported test cases per Bluetooth Feature List and B-device capability list. If one test case fails, and the failure is root caused to the A device sample, then the device submission fails. If multiple A device samples are submitted to the CATL, and there are failures on any of the A device samples, it shall be noted in the Test Results Template.

The manufacturer may need to submit modified software and/or hardware to address A-device failures. When this occurs the manufacturer shall provide the CATL with documentation that details the software/hardware changes. The CATL will use this information to identify the scope of retesting required. The test report shall indicate the final software/hardware version tested.

Should the CATL encounter a B device issue, it shall submit a formal CTIA contribution for discussion within the CTIA Bluetooth Working Group. Upon working group approval, the B device issue will be added to the B device issues list.

Any *Bluetooth* specification issues or ambiguities shall be submitted as a formal CTIA contribution for discussion within the CTIA Bluetooth Working Group so that feedback can be provided to the Bluetooth SIG representative.

Should the CATL encounter an issue with a particular CTIA test case, the CATL shall submit a formal CTIA contribution for discussion within the CTIA Bluetooth Working Group.

Upon completion of the evaluation, the CATL shall log into CTIA's online certification database and:

- Enter the version of the test plan used for the evaluation
- Enter the HW and SW versions of the device

- Verify the information, entered by the manufacturer, about the device (correcting and updating as necessary). This includes the Bluetooth Feature List (feature support must match the test results).
- Enter the start and end dates of the review
- Upload the completed Test Results Template, along with a summary Test Report (PDF file) that complies with ISO/IEC 17025 requirements.

The test results and the information submitted by the manufacturer during the submission process will be maintained in confidence by CTIA and the CATL. CTIA will retain the information for a period of 5 years after which all documentation will be destroyed.

### **3.6 Certification**

Upon completion of the following items, the device will be certified:

- Completed Test Results Template, with passing results, uploaded by the CATL
- All required documents from the manufacturer
- Certification of the parent product, in the case of ECO Certification Requests
- Payment of the CTIA certification fees

The certification will apply to the specific HW/SW version of the device evaluated by the CATL. Certification of additional HW/SW versions may be accomplished as per Section 3.7 of this document.

Once a device is certified, any required changes to the model number entered into the certification database shall be submitted as a new certification request.

### **3.7 Certification of HW/SW Updates to a Model**

Should the manufacturer wish to certify a different HW/SW version of a model (e.g., network operator-requested maintenance release), an ECO certification request shall be submitted (by logging into the CTIA certification database, selecting Submit New Request and choosing “Bluetooth Compatibility Certification Request - ECO” Request Type). Supporting documentation shall be provided to the CATL. The updated Bluetooth Feature List shall be uploaded to the certification database.

The CATL shall test the devices according to the current version of the Test Plan and B-Device List (at the time of ECO submission) and according to the features indicated in the Bluetooth Feature List provided by the manufacturer.

### **3.8 Certification of Re-Labeled Devices**

A re-labeled device is defined as a device that is identical to a currently certified device, but has a different vendor name and model name/number.

The re-labeling vendor may certify a re-labeled device by entering the device into the CTIA certification database as an Initial certification:

- The re-labeled vendor name and model name/number shall be entered
- The CATL used for the originally certified device shall be chosen
- The CATL shall upload the test reports of the originally certified device along with two additional documents:
  - A Product Equality Letter from the re-labeling vendor. This letter shall state that the re-labeled device is the same as the originally certified device (referenced by vendor name and model name/number as it appears in the certification database) and that no changes have been made other than the vendor name and model name/number. The letter shall be signed and dated.
  - An Authorization of Use Letter from the vendor of the originally certified device. This letter shall state that the vendor of the originally certified device allows the CATL to use the test reports from this device for certification of the relabeled device. The letter shall be signed and dated.

## **APPENDIX A: CERTIFICATION FEES**

The fee for CTIA *Bluetooth* Compatibility Certification is:

\$1,250 for Initial requests

\$0 for ECO requests

These fees are separate from the fees charged by the CATL to evaluate the device.

## APPENDIX B: LICENSE AGREEMENT

THIS AGREEMENT is made at Washington, D.C.,

<Date>

by and between

**CTIA - The Wireless Association®**  
**("CTIA")**

and

<Manufacturer Name>  
**("Submitter")**

<Model Name/#>  
**("Specified Device")**

### RECITALS

WHEREAS, CTIA-The Wireless Association®, its successors and assigns, hereinafter ("**CTIA**") is a non-profit trade association for the wireless industry and has established the CTIA Certification Program to encourage conformance with industry standards and requirements for wireless devices, components, and other related equipment, including the **Specified Device**, through independent verification;

WHEREAS, to ensure such independent verification, the CTIA Certification Program has developed objective test plans and procedures and utilizes independent, industry-recognized testing laboratories, otherwise known as CTIA Authorized Testing Laboratories ("**CATLs**"), to review and evaluate the compliance of Specified Devices in accordance with industry standards and requirements;

WHEREAS, CTIA owns all rights, title, and interest in the CTIA Certification Program Test Plans ("**CTIA Test Plans**");

WHEREAS, Submitter desires to enter into a voluntary relationship with CTIA for the testing of the Specified Device manufactured by or for the Submitter;

WHEREAS, Submitter will demonstrate to CTIA's satisfaction through an independent evaluation performed by a CATL that each Specified Device indicated directly above will meet CTIA's requirements for Certification as set forth in the applicable CTIA Certification Program Management Document and CTIA Test Plans ("**CTIA Certification Requirements**");

WHEREAS, upon receipt of written notification from CTIA acknowledging that Submitter's Specified Device has met the CTIA Certification Requirements, Submitter desires to pursue recognition for and represent such certification;

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

## **SECTION ONE RIGHTS UPON CERTIFICATION**

1.1 Submitter intends to sign and deliver this Agreement via electronic acceptance, which shall have the same force and effect as delivery of an original signature. Upon successful completion of the CTIA Certification Requirements, which includes the upload of completed test results to the CTIA Test Plan for the Specified Device ("**Test Report**") into CTIA's Certification Database ("**Database**") by the CATL performing the testing, CTIA will deliver written notification to Submitter.

1.2 This Agreement shall be effective as of the day CTIA delivers written notification to Submitter acknowledging that the Specified Device has satisfied the CTIA Certification Requirements.

1.3 The rights provided for herein are expressly conditioned on the Specified Device satisfying the CTIA Certification Requirements and shall become effective only upon Submitter's receipt of CTIA's written acknowledgement of certification.

1.4 The electronic signing and submitting of this License Agreement constitutes Submitter's understanding, acceptance, and agreement to the terms and conditions set forth below.

## **SECTION TWO OWNERSHIP AND INTELLECTUAL PROPERTY**

2.1 As between the Parties, CTIA owns and shall retain sole right, title and interest in and to CTIA Test Plans, CTIA Certification Requirements, CTIA Certification Program, and all intellectual property rights therein or thereto ("**CTIA Owned Materials**"). Submitter shall not acquire or retain any rights, title or interest in or to the CTIA Owned Materials except for the limited and expressed license set forth in this Section and Section 3 below.

2.2 As between the Parties, Submitter shall own the Test Report, subject to all rights, title, interests, and intellectual property rights to CTIA Owned Materials, and provided that Submitter grants to CTIA an exclusive, perpetual, irrevocable, worldwide, royalty free, fully-paid license to store, maintain, and access the Test Report in the Database.

## **SECTION THREE LICENSE GRANT**

3.1 The rights granted herein are granted only to the Submitter, and do not extend to Submitter's shareholders, parents, affiliates, partners, or other related entities. The rights and obligations of this Agreement shall run to the named parties, their successors in interest, authorized assigns and insurers and reinsurers.

3.2 Subject to the terms and conditions set forth herein, Submitter shall have an exclusive, non-transferable, non-assignable right for as long as the Specified Device complies with the CTIA Certification Requirements, and without the right to sublicense, to represent the Specified Device as meeting CTIA's Certification Requirements in Submitter's non-consumer-facing documents, intranets, and other materials, whether in written, electronic, digital, graphic, or machine-readable form, or orally ("**License**"). CTIA will permit the internal or non-consumer-facing, commercial use of appropriate references to CTIA's Certification Requirements, CTIA Test Plans, and the CTIA Certification Program for the sole and limited purpose of Submitter representing that the Specified Device satisfies the CTIA Certification Requirements. Submitter will not use the License for any other purpose.

3.3 Nothing in this Agreement shall be construed as granting Submitter a license to use any of CTIA's logos, trademarks, service marks, copyrighted materials ("**CTIA Marks**") or patents related to the Specified Device, CTIA's Certification Requirements, CTIA Test Plans, and the CTIA

Certification Program except as expressly set forth by the License described in Subsection 3.2. Submitter shall not modify or alter any CTIA Marks without CTIA's prior written consent, and Submitter's use of such marks is conditioned on its compliance with any applicable CTIA usage guidelines. Any uses, modifications, or alteration of any CTIA Marks shall be the sole benefit of CTIA and shall accrue to the exclusive benefit of CTIA.

3.4 Submitter shall not make unauthorized, incomplete, inaccurate, or misleading references to CTIA, or that could reasonably be interpreted to mean CTIA, in connection with the Specified Device, CTIA Certification Requirements, CTIA Certification Program, CTIA Test Plans, CTIA Test Report, or otherwise ("**Unauthorized CTIA Reference**").

3.5 If CTIA knows, or has reason to know, of an Unauthorized CTIA Reference, Submitter shall modify, cure, or discontinue such use immediately upon CTIA's written request.

3.6 Submitter shall be entitled to represent the Specified Device as meeting CTIA's Certification Requirements pursuant to the terms set forth in this Agreement, as long as the Specified Device continues to meet CTIA's Certification Requirements, which CTIA may amend, modify, or supplement at any time, at its sole discretion, provided that CTIA gives Submitter prior notice of any material changes.

#### **SECTION FOUR SUBMITTER OBLIGATIONS**

4.1 The Specified Device shall comply with all of the CTIA Certification Requirements.

4.2 Submitter assumes sole and exclusive responsibility for any use or reference to CTIA Owned Materials, intellectual property rights to the CTIA Owned Materials, and the License, including, but not limited to, any references to CTIA, or that could be reasonably interpreted to reference CTIA, in connection with the Specified Device, CTIA Certification Requirements, CTIA Certification Program, and the CTIA Test Plans.

4.3 Submitter agrees that any tests or sampling of the Specified Device conducted by CTIA or CATLs, is only a check as to whether the Specified Device complies with CTIA's Certification Requirements and in no way releases Submitter from responsibility for the Specified Device, including but not limited to any liabilities, claims, damages, or costs related to the Specified Device.

#### **SECTION FIVE CORRECTIVE ACTION**

5.1 If at any point after this Agreement becomes effective, CTIA becomes aware through any CTIA tests, assessments, examinations, or otherwise that the Specified Device does not comply with, in whole or in part, the CTIA Certification Requirements ("**Noncompliant Specified Device**"), CTIA shall notify the Submitter, and the Submitter shall immediately and at its own expense, remove, delete, or destroy any references to CTIA in connection with the Noncompliant Specified Device, including any covenants, obligations, representations, or warranties. If Submitter is in possession or reasonable control of the Noncompliant Specified Device at the time of notification (including all replicate units thereof) and Submitter chooses not to pursue Subsection 4.2 herein, then Submitter agrees to use best efforts, at its own expense, to destroy all such Noncompliant Specified Devices.

5.2 If the Submitter wishes to maintain compliance with the CTIA Certification Requirements, Submitter shall, at its own expense, immediately notify CTIA of its decision and promptly rework, recall, or cure all units of the Noncompliant Specified Device that in CTIA's opinion do not comply with the CTIA Certification Requirements, provided that such units are still in Submitter's control at the time of notification of noncompliance. All rights, interests, and permissions granted herein shall

immediately revert to CTIA until such units are reworked and cured to CTIA's satisfaction and are no longer deemed noncompliant, which CTIA will acknowledge in a written notification to Submitter.

5.3 Submitter agrees that it will use best efforts to cooperate with and assist CTIA, or CTIA's authorized third-party agents and contractors, including but not limited to applicable CATLs, in ascertaining the facts needed to determine that the Specified Device complies with CTIA's Certification Requirements.

5.4 Submitter agrees that CTIA may notify vendors, authorities, potential users, and others of an improper or unauthorized reference to CTIA, provided that such notification is made to (1) protect CTIA's property, brand, reputation, or other assets, (2) a matter of public interest, or (3) otherwise necessary for the protection of CTIA's business or legal interests.

## **SECTION SIX TERMINATION**

6.1 This Agreement shall continue so long as the Specified Device meets the CTIA Certification Requirements, unless sooner terminated as set forth in this Section.

6.2 If Submitter fails to comply with any of the terms and conditions of this Agreement, CTIA may immediately suspend or terminate this Agreement by providing written notice to Submitter. If CTIA chooses to suspend this Agreement, it will specify the time period for such suspension in its written notification, as well as any applicable cure period.

6.3 Upon termination of this Agreement by CTIA, the license granted by Section 3 will terminate immediately and all rights, permissions, and interests shall revert immediately back to CTIA, and Submitter shall cease all use of CTIA Owned Materials, or any of CTIA's intellectual property rights to the Test Report or otherwise, and shall not reference CTIA in connection with the Specified Device, including, but not limited to, any covenants, obligations, representations, or warranties.

6.4 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 SEVEN INDEMNIFICATION**

7.1 Submitter shall indemnify and hold 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 or breach of this Agreement by Submitter or its agents or employees, or from Submitter's use, marketing, sale, or distribution of the Specified Device, including but not limited to any third-party claims allegedly caused by the performance or failure to perform of the Specified Device or false or misleading advertising or marketing in connection with the Specified Device. Submitter's obligation to indemnify CTIA shall survive any termination or expiration of this Agreement. Conversely, CTIA shall indemnify and hold 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 from any reckless acts by CTIA or its agents or employees.

7.2 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.

7.3 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 EIGHT LIMITATION OF LIABILITY**

8.1 SUBMITTER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL CTIA BE LAIBLE FOR ANY LOSS, DAMAGE, OR CLAIM, RELATED TO THE SPECIFIED DEVICE, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHER LEGAL THEORY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY OTHER 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.

#### **SECTION NINE NO APPROVAL**

9.1 Nothing in this Agreement shall be interpreted or construed to constitute a guarantee, representation, or warranty by CTIA in connection with the Specified Device. No representation by Submitter in connection with its use, marketing, sale, or distribution of the Specified Device will directly or indirectly, explicitly or implicitly convey or suggest any such guarantee or warranty. CTIA reserves the right to require Submitter to include a statement disclaiming directly or indirectly CTIA's guarantee, representation or warranty in the marketing and informational materials associated with the Specified Device.

#### **SECTION TEN INSURANCE**

10.1 Submitter will maintain during the period of this Agreement liability insurance of at least two million dollars in policy limits covering claims or suits related to the Specified Device, and will include CTIA as an additional insured on the policy as to matters covered by this Agreement, and Submitter will furnish to CTIA evidence of that insurance, upon CTIA's written request.

10.2 Submitter must notify CTIA of cancellation or non-renewal of applicable insurance policies within 30 days of such cancellation or non-renewal. Failure to comply with the

insurance provisions of this Agreement constitutes a material breach of Submitter's material obligations under the Agreement, and may result, in suspension or revocation of the license granted hereunder as well as termination of the Agreement.

## **SECTION ELEVEN MISCELLANEOUS**

11.1 Survival. The sections 2, 3, 4, 5, 6, 7, 8, 9, and 11 shall survive the termination or expiration of this Agreement. Those sections that are intended by their nature to survive this Agreement shall survive the termination or expiration of this Agreement. Upon expiration or termination of this Agreement, any provisions herein that provide for its survival shall survive the termination or expiration of this Agreement for any reason. Provisions of other sections, which, by their nature, must remain in effect beyond the termination or expiration of this Agreement, shall also survive termination or expiration of this Agreement for any reason.

11.2 Assignment and Delegation. Submitter shall not assign this Agreement or its rights, and shall not delegate its duties and obligations under this Agreement to any other entity without the prior written consent of CTIA, which shall not be unreasonably withheld or denied. Furthermore, no work to be performed by Submitter hereunder shall be subcontracted to or performed on behalf of Submitter by any third party, except with the prior written consent of CTIA.

11.3 Governing Law. The Agreement shall be governed and interpreted in accordance with the laws of the District of Columbia without regard to principles of conflicts of laws. The Parties agree to submit to the exclusive jurisdiction over all disputes hereunder in the appropriate federal or state courts in the District of Columbia.

11.4 Arbitration. Unless unenforceable due to federal or state law, any controversy or claim, including, but not limited to, errors and omissions arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the rules, then in effect, of the American Arbitration Association ("AAA") or, if AAA shall refuse to arbitrate any such controversy, by such arbitrators as the parties shall mutually agree upon. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any arbitration shall be held in the District of Columbia.

THE PARTIES AGREE THAT ANY DISPUTE WILL BE ARBITRATED ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED. A party may bring claims against another party only in that party's individual capacity and may not participate as a class member or serve as a named plaintiff in any purported class, representative, or private attorney general proceeding. This Arbitration Provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other parties, no party may seek, nor may the arbitrator award, non-individualized relief that would affect other parties. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing. If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court.

11.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, and communications, whether oral or written, between the Parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. This Agreement may be amended only with the specific written consent of both Parties.

11.6 Severability. If any court of law determines that any clause in the Agreement is unenforceable or void, that clause shall be deleted while the rest of the Agreement remains in force.

Moreover, the Parties agree to replace the invalid provisions with a substitute provision that will satisfy the intent of the Parties.

11.7 No Waiver. The waiver by either Party of any breach of any provision of this Agreement shall not be construed to be either a waiver of CTIA's or Submitter's rights regarding any succeeding breach of any such provision or a waiver of the provision itself, nor shall any delay or omission on the part of CTIA or Submitter to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by CTIA or Submitter.

## APPENDIX C: Change History

Revision	Date	Description of Changes
Rev 1.0	April 2008	<ul style="list-style-type: none"> <li>Initial publication for pilot program</li> </ul>
Rev 2.0	February 2009	<ul style="list-style-type: none"> <li>Updated for certification program</li> </ul>
Rev 2.1	June 2009	<ul style="list-style-type: none"> <li>Updated Device Evaluation section</li> <li>Updated CATL Assessment Process</li> </ul>
Rev 2.2	February 2010	<ul style="list-style-type: none"> <li>Updated Scope</li> <li>Added Test Facilities and Use of CTIA Certification Test Plans sections</li> <li>Updated B-device definition in Introduction section</li> <li>Added allowance for private EPL listing</li> <li>Added requirement for summary test report along with Test Results Template</li> <li>Updated CATL Requirements and CATL Assessment Process sections</li> <li>Added CATL On-going Compliance section</li> </ul>
Rev 2.3	June 2010	<ul style="list-style-type: none"> <li>Added requirement that SSP-capable B devices must accept a connection from a device in SSP debug mode</li> <li>Updated Manufacturer Submission section to explain that the certification database will provide the most recent Bluetooth Feature List</li> <li>Updated Device Evaluation section to clarify that the current version of the Test Plan (at the time of submission) shall be used</li> <li>Updated ECO process</li> </ul>
Rev 2.4	February 2011	<ul style="list-style-type: none"> <li>Updated Program Procedures to indicate that B devices are selected by CTIA member company operators and updated once a year</li> <li>Added Certification of Relabeled Devices section</li> <li>Updated CATL Requirements to clarify that CATLs must be CTIA members</li> </ul>
Rev 2.5	March 2011	<ul style="list-style-type: none"> <li>Updated Device Evaluation section to modify procedures for using newer HW/SW versions of B devices.</li> </ul>
Rev 2.6	December 2011	<ul style="list-style-type: none"> <li>Updated CATL roles and responsibilities</li> <li>Added tablet and notebook device types</li> </ul>
Rev 3.0	March 2012	<ul style="list-style-type: none"> <li>Removed Laboratory Authorization Process section</li> <li>Added references to Policies and Procedures for CTIA Authorized Testing Laboratories document</li> <li>Added requirement for CATLs to verify Bluetooth Feature List uploaded to database by manufacturer</li> </ul>
Rev 3.1	May 2013	<ul style="list-style-type: none"> <li>Updated Program Procedures Introduction section to add "other" type of A device</li> <li>Updated Changes to Certified Devices section to indicate that any required changes to the model number entered into the certification database shall be submitted as a new certification request</li> </ul>
Rev 3.2	November 2013	<ul style="list-style-type: none"> <li>Clarified that certification applies to the specific HW/SW version of the device evaluated by the CATL</li> <li>Renamed Changes to Certified Devices section to Certification</li> </ul>

		of HW/SW Updates to a Model, and clarified requirements.
Rev 3.3	March 2014	<ul style="list-style-type: none"> <li>• Updated manufacturer Submission section to include Declaration ID and Subset ID</li> <li>• Updated Device Evaluation section to clarify that mismatches between the Bluetooth SIG PICS document and the Bluetooth Feature List shall be noted in the test results</li> <li>• Updated Certification of HW/SW Updates to a Model section to include network operator-requested maintenance releases</li> </ul>
Rev 4.0	September 2017	<ul style="list-style-type: none"> <li>• Updated manufacturer submission process</li> <li>• Updated certification license agreement</li> </ul>