



## FCC 22-84 AGENT FOR SERVICE OF RECORD AGREEMENT

**THIS AGREEMENT** made as of 05/20/2024 ,

**BETWEEN:**

Americas Compliance Consulting LLC dba iCertifi (hereinafter referred to as the "Provider"), -  
AND- AltoBeam Inc. (hereinafter referred to as the "Client").

WHEREAS the Provider offers the following options of FCC ID/Model Agent for Service of Process Representative Services;

☐ **OPTION 1: PER CERTIFICATION**

Limited to one (1) FCC ID/Model, with the number being FCC ID . This service has permanent validity.

☐ **OPTION 2: UNLIMITED MODELS - 1 YEAR**

The Provider will serve as an Agent for Service of Process Representative for an unlimited number of FCC ID/Models for one (1) year. All models must be developed or sold under the Client's name.

☒ **OPTION 3: UNLIMITED MODELS - 3 YEARS**

The Provider will serve as an Agent for Service of Process Representative for an unlimited number of FCC ID/Models for three (3) years. All models must be developed or sold under the Client's name.

**AND WHEREAS** the Client desires to engage the services of the Provider;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:



## 1. TERM

This Agreement shall commence on 05/20/2024 and continue until terminated in accordance with this Agreement.

**Option 1:** Permanent Validity with no termination date.

**Option 2:** Upon the 1-year anniversary date of the executed contract date.

**Option 3:** Upon the 3-year anniversary date of the executed contract date.

## 2. DESCRIPTION OF SERVICES

As an FCC Agent of Service of Process under the provision of FCC 22-84 986446 D0, section 2.911(d)(7), of Protecting Against National Security Threats to The Communications Supply Chain Through the Equipment Authorization Program, the Provider will offer the following services:

1. **Designation as U.S. Agent for Service of Process:** The Provider will serve as the designated U.S. agent for service of process on behalf of the Client, regardless of whether the Client is a domestic or foreign entity.
2. **Receive Documentation:** The Provider will receive, review, and process any official documents, legal notices, or other communications sent by the FCC to the Client.
3. **Notification and Forwarding:** The Provider will promptly notify the Client of any received documents and, where necessary, forward them to the Client in a timely and secure manner.
4. **Communication Liaison:** The Provider will act as the point of contact between the FCC and the Client, assisting with any necessary communications or actions required by the FCC.
5. **Attestation Letter:** The Provider will prepare and provide a compliant Attestation Letter, verifying the Provider's role as the authorized FCC Agent for Service of Process for the Client. This letter will be signed by both the Client and the Provider, acknowledging the Client's consent and the Provider's obligation to accept service of process.
6. **Physical Address and Email:** The Provider will provide a physical U.S. address and email for service of process purposes to the FCC and the foreign manufacturer.
7. **Response to FCC Inquiries:** The Provider will respond to all FCC inquiries and requests concerning FCC 22-84 986446 D0 to ensure compliance with these regulations.



### **3. DEFAULT**

The occurrence of any of the following shall constitute a material default under this contract:

1. The failure to make a required payment when due.
2. The insolvency or bankruptcy of either party.
3. The failure to provide support within the time requested by FCC.

### **4. ATTORNEY'S FEES AND COLLECTION COSTS**

If there is a dispute relating to any provisions in this contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses.

### **5. REMEDIES**

In addition to all other rights a party might have available according to law, if a party defaults by failing to perform any provision, term, or condition of this contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the contract by providing written notice to the defaulting party. This notice shall describe the default in sufficient detail. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s).

### **6. FORCE MAJEURE**

If performance of this contract or any obligation under this contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control, ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event.

### **7. DISPUTE RESOLUTION**

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiations within 30 days, the parties will resolve the dispute using the Alternative Dispute Resolution (ADR) procedure.

### **8. ENTIRE AGREEMENT**



This contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.

## **9. SEVERABILITY**

If any provision of this contract is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

## **10. AMENDMENT**

This contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

## **11. NOTICE**

Any notice or communication required or permitted under this contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

## **12. WAIVER OF CONTRACTUAL RIGHTS**

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

## **13. ATTORNEY'S FEES TO PREVAILING PARTY**

In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

## **14. CONSTRUCTION AND INTERPRETATION**

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in mutual effort.



## 15. ASSIGNMENT

Neither party may assign or transfer this contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

## 16. GOVENING LAW

This Agreement and any disputes or claims arising out of, or in connection with it, its subject matter, or its formation (including non-contractual disputes or claims) shall be governed and interpreted in accordance with the laws of the state of Oregon in the United States of America.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**Americas Compliance Consulting LLC dba iCertifi**

Paul Preston

President

Date: 06/05/2024

**Address for notices to counter Party:**

2445 NE Division Street, Suite 202

Bend, Oregon 97703 USA

**AltoBeam Inc.**

Signature

Name: Nan Li

Title: N/A

Date: 05/20/2024

**Address for notices to counter Party:**

B808,Tsinghua Tongfang Hi-Tech Plaza,Haidian

Beijing, China