

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of
TP-Link USA Corporation,
an indirect subsidiary of
TP-Link Technologies CO., Ltd
File No.: EB-SED-15-00019891
Acct. No.: 201632100008
FRN: 0025770090

ORDER

Adopted: August 1, 2016

Released: August 1, 2016

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether TP-Link USA Corporation, an indirect wholly-owned-subsiary of TP-Link Technologies CO., Ltd. ("TP-Link"), unlawfully marketed Wi-Fi routers that fail to comply with the Commission's regulations. The Commission's equipment marketing and authorization rules ensure that Wi-Fi routers and other devices that emit radio frequency radiation comply with the Commission's technical requirements and do not interfere with authorized communications. During the course of the investigation, TP-Link took measures to halt the sale of the noncompliant units and made software updates to existing Wi-Fi routers available to its customers that were designed to ensure compliance with the Commission's rules. To settle this matter, TP-Link admits that its marketing of the radio frequency devices covered by the Bureau's investigation violated the Commission's rules. In addition, TP-Link will pay a civil penalty of \$200,000 and implement a long-term compliance plan to ensure future compliance with the Commission's equipment marketing rules.

2. It has long been Commission policy to foster innovation by enabling novel uses of technology. As part of the Consent Decree, TP-Link agrees to investigate software and hardware solutions that would enable customers to install and operate third-party firmware on TP-Link routers, while maintaining the integrity of critical radio parameters.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding TP-Link's compliance with Section 302(b) of the Communications Act of 1934, as amended, (the Act) and Sections 2.803(b)(1), 2.931, 15.15(b), 15.202, 15.205(b), 15.209, and 15.247(d) of the Commission's rules.

1 47 U.S.C. § 157; see, e.g., Promoting Expanded Opportunities for Radio Experimentation and Market Trials Under Part 5 of the Commission's Rules and Streamlining Other Related Rules, Report and Order, 28 FCC Rcd 758, 760 (2013) modified, 30 FCC Rcd 7446 (2015).

2 47 U.S.C. § 302a(b); 47 CFR §§ 2.803(b)(1), 2.931, 15.15(b), 15.202, 15.205(b), 15.209, and 15.247(d).

4. In the absence of material new evidence relating to this matter, we do not set for hearing the question of TP-Link's basic qualifications to hold or obtain any Commission license or authorization.³

5. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) of the Act⁴ and the authority delegated by Sections 0.111 and 0.311 of the Commission's rules,⁵ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

6. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**.

7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Mr. Lewis Wu, Executive Vice President, TP-Link USA Corporation, 975 Overland Ct., San Dimas, CA 91773; and to TP-Link's lawyer, Marty Stern, Esq., Womble Carlyle Sandridge & Rice, L.L.P., 1200 Nineteenth Street NW, Suite 500, Washington, DC 20036-2421.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Chief, Enforcement Bureau

³ See 47 CFR § 1.93(b).

⁴ 47 U.S.C. § 154(i).

⁵ 47 CFR §§ 0.111, 0.311.

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an indirect subsidiary of)	Acct. No.: 201632100008
TP-Link Technologies CO., Ltd.)	FRN: 0025770090
)	
)	

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and TP-Link USA Corporation, an indirect wholly-owned subsidiary of TP-Link Technologies CO., Ltd., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether TP-Link violated 47 U.S.C. § 302a(b); 47 C.F.R. §§ 2.803(b)(1), 2.931, 15.15(b), 15.202, 15.205(b), 15.209, and 15.247(d) in connection with marketing noncompliant Wi-Fi routers.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended.¹
 - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
 - (d) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
 - (e) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which TP-Link is subject by virtue of its business activities, including but not limited to the Equipment Authorization and Marketing Rules.
 - (f) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 15.
 - (g) “Covered Employees” means all employees and agents of TP-Link who perform, or supervise, oversee, or manage the performance of, duties that relate to TP-Link’s responsibilities under the Communications Laws, including the Equipment Authorization and Marketing Rules.
 - (h) “Effective Date” means the date by which both the Bureau and TP-Link have signed the Consent Decree.
 - (i) “Equipment Authorization and Marketing Rules” means 47 U.S.C. § 302a(b); 47 C.F.R. §§ 2.803(b)(1), 2.931, 15.15(b), 15.202, 15.205(b), 15.209, 15.247(d) and

¹ 47 U.S.C. § 151 *et seq.*

other provisions of the Communications Laws related to authorization, testing, and marketing radio frequency devices.

- (j) “Investigation” means the investigation commenced by the Bureau in EB-SED-15-00019891 regarding whether TP-Link violated the Equipment Authorization and Marketing Rules by marketing routers in the United States that were shipped with TP-Link software that permitted the user to change the country code for the router, thereby enabling the router to operate at a higher power than allowed on certain restricted Wi-Fi channels.
- (k) “Operating Procedures” means the standard internal operating procedures and compliance policies established by TP-Link to implement the Compliance Plan.
- (l) “Parties” means TP-Link and the Bureau, each of which is a “Party.”
- (m) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (n) “TP-Link” means TP-Link USA Corporation, and its U.S. affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest, and any TP-Link Technologies CO., Ltd. affiliated entity that now, or at any time in the future, imports into or markets in the U.S. radio frequency devices.

II. BACKGROUND

3. Section 302 of the Act authorizes the Commission to promulgate reasonable regulations to minimize harmful interference by equipment that emits radio frequency energy.² Specifically, Section 302(b) of the Act provides that “[n]o person shall manufacture, import, sell, offer for sale, or ship devices or home electronic equipment and systems, or use devices, which fail to comply with regulations promulgated pursuant to this section.”³ The purpose of Section 302 of the Act is to ensure that radio transmitters and other electronic devices meet certain standards to control interference before they reach the market.

4. The Commission carries out its responsibilities under Section 302 of the Act in two ways. First, the Commission establishes technical requirements for transmitters and other equipment to minimize their potential for causing interference to authorized radio services. For Wi-Fi routers, the technical requirements include permissible operating bands, power levels and modulation types, and limits on the power levels of operation on certain restricted Wi-Fi channels.⁴ Additionally, Section 15.15(b) of the Rules requires that the equipment “must be constructed such that any adjustments of any control that is readily...accessible to the user will not cause operation of the device in violation of the regulation.”⁵

5. Second, the Commission administers an equipment authorization program to ensure that equipment reaching the market in the United States complies with the technical and administrative requirements set forth in the Rules. In that regard, Section 2.803(b) of the Rules prohibits the marketing of radio frequency devices unless the device has first been properly authorized and is in compliance with the technical requirements in accordance with the Rules.⁶

² 47 U.S.C. § 302a.

³ *Id.* § 302a(b).

⁴ *See* 47 C.F.R. §§ 15.247(d); 15.202, 15.205(a), (c); 15.209(a).

⁵ *Id.* § 15.15(b).

⁶ *See* 47 C.F.R. § 2.803(b).

6. More recently, for Unlicensed National Information Infrastructure (U-NII) Wi-Fi equipment operating in the 5 GHz Band, including for TP-Link models that are the subject of this Investigation, the Commission has adopted radio security rules requiring that TP-Link and other router manufacturers (a) refrain from offering a user configurable option that causes operation in violation of the Commission's radio frequency requirements, and (b) implement radio security measures to ensure that third-party software modifications to the equipment cannot easily cause operation in violation of the Commission's radio frequency requirements.⁷ The Commission's technical requirements and equipment authorization process under the new U-NII security rules do not address device functionality, and do not prohibit third-party device software (including open-source software).⁸

7. The Commission's Office of Engineering Technology (OET) investigated a Wi-Fi router marketed in the U.S. by TP-Link, and determined that TP-Link's software installed on the router included a user setting that violated Section 15.15(b) by permitting the user to change the country code for the router, thereby enabling the router to operate at a higher power than allowed on certain restricted Wi-Fi channels, in violation of the Rules. OET then referred the case to the Bureau for further investigation. As a result of the Bureau's investigation, TP-Link admitted that it had marketed a number of Wi-Fi router models in the U.S. that included the aforementioned user setting, and, in that respect, failed to comply with the applicable rules. In response, TP-Link took measures to halt the sale of noncompliant units and made software updates to its Wi-Fi routers that were designed to ensure compliance with the Equipment Authorization and Marketing Rules. These software updates additionally precluded customer installation of third-party software, including open-source software. TP-Link made these additional changes so that its routers would meet the new U-NII security requirements, but acknowledges that those rules do not prohibit, as OET has made clear, third-party, open-source software otherwise compliant with U-NII security requirements.

8. As described below, this Consent Decree resolves the Investigation. TP-Link agrees to adopt a Compliance Plan to ensure its Wi-Fi routers comport with the Equipment Authorization and Marketing Rules. As part of the Compliance Plan, TP-Link also agrees to take the steps set forth herein to support the development of software by third-parties, including open-source software, for use with its routers, which comply with the U-NII security requirements.

III. TERMS OF AGREEMENT

9. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

⁷ See *Revision of Part 15 of the Commission's Rules to Permit Unlicensed National Information Infrastructure (U-NII) Devices in the 5 GHz Band*, First Report and Order, 29 FCC Rcd 4127, ¶ 54 (2014) (“*U-NII First Report and Order*”). The *U-NII First Report and Order* adopted transition periods for the new U-NII security rules, requiring that (i) by 12 months from the effective date of the First Report and Order, by June 2, 2015, applications for certification of 5 GHz devices must meet the new security rules, and (ii) within two years of the effective date, by June 2, 2016, manufacture, marketing, sale and importation into the United States of devices that do not meet the new rules must cease. *Id.*, ¶ 129.

⁸ See *Software Security Requirements for U-NII Devices*, Publication No. 594280 D02, FCC, Office of Engineering and Technology, Laboratory Division (Nov. 12, 2015), available at https://apps.fcc.gov/kdb/GetAttachment.html?id=zXtrcto6zH7oNEOO6De6g%3D%3D&desc=594280%20D02%20U-NII%20Device%20Security%20v01r03&tracking_number=39498 (“the Commission required . . . device software that controls the RF parameters that ensure compliance with the Commission's technical rules for preventing harmful interference must be secured. The purpose . . . is to prevent modifications to the software that could, for example, . . . enable tuning to unauthorized frequencies, increased power above authorized levels, etc. The rule is not intended to prevent or inhibit modification of any other software or firmware in the device, such as software modifications to improve performance, configure RF networks or improve cybersecurity.”). For ease of drafting, the term software and firmware are used interchangeably in the remainder of this Consent Decree.

10. **Jurisdiction.** TP-Link agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

11. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

12. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, TP-Link agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against TP-Link concerning the matters that were the subject of the Investigation. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to set for hearing the question of TP-Link's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.⁹

13. **Admission of Liability.** TP-Link admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 12 herein, that it marketed routers in the U.S. with software that included a user setting that permitted the user to change the country code for the router, thereby permitting a user to set the routers to operate at a higher power than allowed on certain restricted Wi-Fi channels, as described in paragraph 7, in violation of the Equipment Authorization and Marketing Rules.

14. **Compliance Officer.** Within sixty (60) calendar days after the Effective Date, TP-Link shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that TP-Link complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Equipment Authorization and Marketing Rules prior to assuming his/her duties.

15. **Compliance Plan.** For purposes of settling the matters set forth herein, TP-Link agrees that it shall develop and implement a Compliance Plan on the schedule set forth herein to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Equipment Authorization and Marketing Rules, TP-Link will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, TP-Link shall establish Operating Procedures that all Covered Employees must follow to help ensure TP-Link's compliance with the Equipment Authorization and Marketing Rules. TP-Link's Operating Procedures shall include internal procedures and policies specifically designed to ensure that:
 - i. TP-Link's products imported into the U.S. or marketed in the U.S. are in compliance with the Equipment Authorization and Marketing Rules;

⁹ See 47 C.F.R. 1.93(b).

- ii. TP-Link will immediately take steps to remove from the marketplace any TP-Link products that it imports into the U.S. or markets in the U.S. that are discovered to be noncompliant;
- iii. With respect to the equipment models referenced in paragraph 7 or other noncompliant equipment identified at a later date, TP-Link will offer an updated user downloadable version of software on its website to (a) remove user settings that enable the user to change the country code for the device or otherwise operate the device at a higher power or in a manner otherwise than is permitted on certain restricted Wi-Fi channels under the Communications Laws, and (b) implement reasonable radio security precautions designed to prevent a user from such unauthorized operation;
- iv. TP-Link, working with TP-Link Technologies CO., Ltd., will investigate for certain of its router models the development of U-NII security solutions that would allow for the use of third-party firmware with its devices while meeting the Commission's U-NII security requirements and maintaining the integrity of critical radio parameters. As part of this effort, TP-Link, working with TP-Link Technologies CO., Ltd., will cooperate and share information with interested developers of third-party software and chipset manufacturers. Nothing in the foregoing is intended to limit or affect the ability of TP-Link or TP-Link Technologies CO., Ltd.: (a) to assess, including by requiring demonstration by any such third-party software developer, whether the developer's proposed designs will prevent access to the frequency or power level protocols in TP-Link devices and otherwise comply with the U-NII security requirements, and (b) to select, in its sole discretion, particular chipsets, that it will use in the manufacture of its devices.

TP-Link shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Equipment Authorization and Marketing Rules.

- (b) **Compliance Manual**. Within ninety (90) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Equipment Authorization and Marketing Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure TP-Link's compliance with the Equipment Authorization and Marketing Rules. TP-Link shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. TP-Link shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program**. TP-Link shall establish and implement a Compliance Training Program on compliance with the Equipment Authorization and Marketing Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of TP-Link's obligation to report any noncompliance with the Equipment Authorization and Marketing Rules under paragraph 16 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within ninety (90) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. TP-Link shall repeat compliance training on an annual basis, and shall periodically review

and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

16. **Reporting Noncompliance.** TP-Link shall report any noncompliance with the Equipment Authorization and Marketing Rules and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that TP-Link has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that TP-Link has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Maureen McCarthy at Maureen.McCarthy@fcc.gov and Neal McNeil at Neal.McNeil@fcc.gov.

17. **Compliance Reports.** TP-Link shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of TP-Link's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Equipment Authorization and Marketing Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of TP-Link, stating that the Compliance Officer has personal knowledge that TP-Link: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 16 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with Section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.¹⁰
- (c) If the Compliance Officer cannot provide the requisite certification provided in paragraph 17(a), the Compliance Officer, as an agent of and on behalf of TP-Link, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that TP-Link has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that TP-Link has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to Chief, Spectrum Enforcement Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Maureen McCarthy at Maureen.McCarthy@fcc.gov and Neal McNeil at Neal.McNeil@fcc.gov.

18. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 14 through 17 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

¹⁰ 47 C.F.R. § 1.16.

19. **Civil Penalty.** TP-Link will pay a civil penalty to the United States Treasury in the amount of two hundred thousand dollars (\$200,000) within thirty (30) calendar days of the Effective Date. TP-Link shall send electronic notification of payment to Maureen McCarthy at Maureen.McCarthy@fcc.gov; Neal McNeil at Neal.McNeil@fcc.gov; and Samantha Peoples at Sam.Peoples@fcc.gov on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.¹¹ When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters “FORF” in block number 24A (payment type code). Below are additional instructions that should be followed based on the form of payment selected:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

20. **Waivers.** As of the Effective Date, TP-Link waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. TP-Link shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither TP-Link nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and TP-Link shall waive any statutory right to a trial *de novo*. TP-Link hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act¹² relating to the matters addressed in this Consent Decree.

21. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

¹¹ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

¹² See 5 U.S.C. § 504; 47 C.F.R. §§ 1.1501–1.1530.

22. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

23. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Consent Decree to which TP-Link does not expressly consent) that provision will be superseded by such Rule or Order.

24. **Successors and Assigns.** TP-Link agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

25. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

26. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

27. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

28. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

29. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Travis LeBlanc
Chief
Enforcement Bureau

Date

Lewis Wu
Executive Vice President
TP-Link USA Corporation

Date