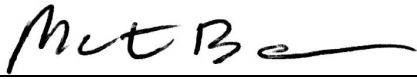
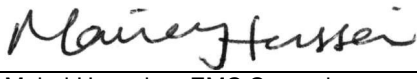




**BUREAU
VERITAS**

Curtis-Straus LLC, a wholly owned subsidiary of BV CPS

Test Report

Report No	EJ1375-1
Client	Airvana
Address	19 Alpha Road Chelmsford, MA 01824
Phone	978-250-2622
Item tested	Airave
FCC ID	QHYHUBBUBC1600-RT
FRN	0007380173
Equipment Type	Licensed Base Station for Part 24
Equipment Code	PCB
Emission Designator	1M25D7D
FCC Rule Parts	47 CFR 24.200
Test Dates	January 26-27, March 30 2010
Results	As detailed within this report
Prepared by	 Matthew Burman – Test Engineer
Authorized by	 Mairaj Hussain – EMC Supervisor
Issue Date	<u>03/31/2010</u>

Curtis-Straus LLC is accredited by the American Association for Laboratory Accreditation for the specific scope of accreditation under Certificate Number 1627-01. This report may contain data which is not covered by the A2LA accreditation.



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Form Final Report REV 7-20-07 (DW)



Summary

This test report supports an application for certification of a transmitter operating pursuant to 47 CFR 24.200. The product is the Airave. It is a transmitter that operates in the range 1931-1989MHz.

We found that the product met the above requirements without modification. The test sample was received in good condition.

The supported modulation types are: BPSK, QPSK and 16QAM.

Test Methodology

Radiated emission and AC Line conducted testing was performed according to the procedures specified in ANSI C63.4 (2003) and TIA-603-C. Radiated Emissions were maximized by rotating the device around three orthogonal axes as well as varying the test antenna's height and polarity.

Conducted measurements at the antenna port were performed.

The EUT operating voltage is 120Vac 60Hz.

For peak output power and antenna port spurious emissions, the frequency range investigated as 1931-1990MHz

For AC line conducted emissions the frequency range investigated was 150kHz to 30MHz.

During line conducted emissions and radiated spurious measurements, the product was removed from the plastic enclosure which should have no effects on EMI results.

For antenna port conducted spurious emissions 30MHz to 20GHz was checked.

Radiated spurious emissions the frequency range of 30MHz to 20GHz was inspected, along with the digital circuitry.

The digital circuitry is compliant to FCC part 15 class B limits for unintentional radiators as issued in work order EJ1641.

Release Control Record

Issue No.	Reason for change	Date Issued
1	Original Release	August 14, 2007



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Product Tested - Configuration Documentation

EUT Configuration											
Work Order: J1375 Company: Airvana Company Address: 19 Alpha Road Chelmsford, MA 01824 Contact: Cuong Dao Person Present: Cuong Dao											
MN			PN			SN					
EUT: HubBub C1 600-RT			---			Sample 1					
EUT Description: Airave LEADER ELECTRONICS p/s: NU30-4120250-I3 FCC ID: QHYHUBBUBC1600-RT EUT TX Frequencies: 1931.25 - 1988.75MHz											
Support Equipment:			MN			SN					
Dell Laptop			PP1LL			---					
EUT Ports:											
Port Label	Port Type	No. of ports	No. Populated	Cable Type	Shielded	Ferrites	Length	Max Length	In/Out NEBS Type	Unpopulated Reason	
DC Power	DC	1	All	DC	No	None	4ft	4ft	NA	NA	
Ethernet	RJ45	2	1	Cat.5	No	None	6ft	100m	NA	Not Used	
GPS Antenna port	coax	1	All	coax	Yes	None	50ft	NA	NA	NA	
Band Class 6 antenna	SMA	1	None	NA	NA	NA	NA	NA	NA	Not Used	
Band Class 0/3 antenna	SMA	1	None	NA	NA	NA	NA	NA	NA	Not Used	
Software / Operating Mode Description:											
Using Telnet sessions to set channels.											



Statement of Conformity

The Airave has been found to conform to the following parts of 47 CFR as detailed below:

Part 2	Part 24	Comments
2.1033(c)(4)		CDMA is the type of RF modulation.
2.1033(c)(6)		RF output power is not adjustable to end users.
2.1033(c)(7)	24.232(a)	Power limit: 2W EIRP.
2.1033(c)(9)		The Airave does not require a tune-up procedure.



Bandwidth

LIMIT

“The emission bandwidth is defined as the width of the signal between two points, one below the carrier center frequency and one above the carrier center frequency, outside of which all emissions are attenuated at least 26 dB below the transmitter power.” [24.238(b)]

MEASUREMENTS / RESULTS

1x

Carrier Center Frequency (GHz)	26dB Bandwidth (MHz)
1.931	1.427
1.96	1.428
1.989	1.423

Beacon

Carrier Center Frequency (GHz)	26dB Bandwidth (MHz)
1.931	1.42
1.96	1.436
1.989	1.428

DO

Carrier Center Frequency (GHz)	26dB Bandwidth (MHz)
1.931	1.42
1.96	1.436
1.989	1.424

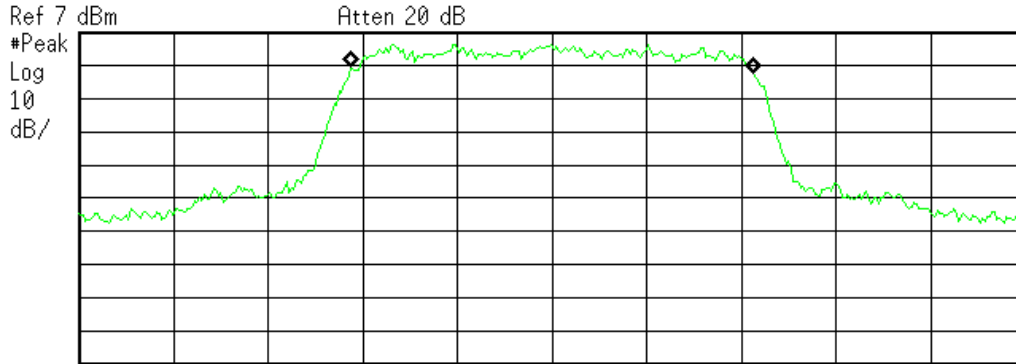


SAMPLE ANALYZER PLOT

1x Channel 25 Emission Bandwidth

Agilent 23:22:24 Jan 26, 2010

R T



Center 1.931 GHz Span 3 MHz
 #Res BW 30 kHz #VBW 300 kHz Sweep 5 ms (401 pts)

Occupied Bandwidth
1.2744 MHz

Occ BW % Pwr 99.00 %
x dB -26.00 dB

Transmit Freq Error -409.262 Hz
x dB Bandwidth 1.427 MHz

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Peak Output Power – Used to Calculate EIRP
MEASUREMENTS / RESULTS

Peak Output Power							
Date: 16-Feb-10		Company: Airvana		Work Order: J1375			
Engineer: Evan Gould		EUT Desc: Airave		Operating Voltage: 120Vac 60Hz			
Frequency Range: 1931-1990MHz				Measurement Distance: Conductive			
Notes: RBW = 3MHz VBW = 3MHz							
	Frequency (MHz)	Reading (dBm)			---		
					Limit (dBμV/m)	Margin (dB)	Result (Pass/Fail)
1x	1931.2	14.960	---	---	---	---	---
	1960.0	16.410	---	---	---	---	---
	1989.0	15.380	---	---	---	---	---
Beacon	1931.0	13.970	---	---	---	---	---
	1960.0	12.460	---	---	---	---	---
	1989.0	13.960	---	---	---	---	---
DO	1931.0	15.930	---	---	---	---	---
	1960.0	16.470	---	---	---	---	---
	1989.0	15.660	---	---	---	---	---
Test Site: CEMI04		Cable 1: none					
Analyzer: Rental #1							

SAMPLE ANALYZER PLOT

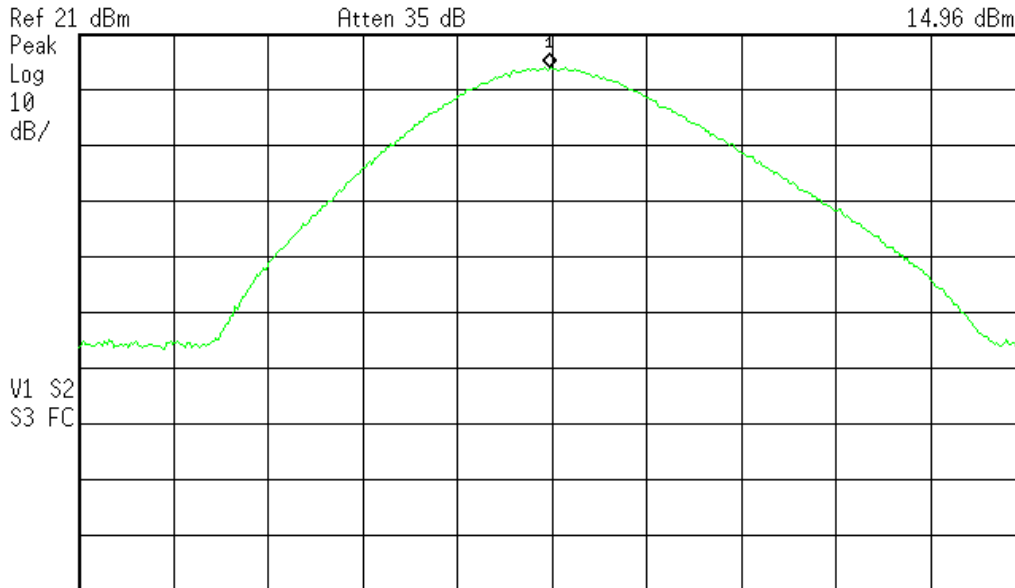
1x Channel 25 Peak Output Power



Agilent 02:34:50 Jan 27, 2010

R T

Mkr1 1.93120 GHz
14.96 dBm



Ref 21 dBm Atten 35 dB
V1 S2
S3 FC
Center 1.931 GHz Span 20 MHz
*Res BW 3 MHz VBW 3 MHz Sweep 4 ms (401 pts)

Query UNTERMINATED



EIRP

“Mobile and portable stations are limited to 2 watts EIRP and the equipment must employ a means for limiting power to the minimum necessary for successful communications.”
 [24.232 (c)]

EIRP							
Date: 16-Feb-10		Company: Airvana		Work Order: J1375			
Engineer: Evan Gould		EUT Desc: Airave		Operating Voltage: 120Vac 60Hz			
Frequency Range: 1931-1990MHz				Measurement Distance: Conductive			
Notes: RBW = 3MHz VBW = 3MHz				2 Watt = 33dBm			
	Frequency (MHz)	Reading (dBm)	Antenna Gain (dB)	Adjusted Reading (dBm)	24.232(c)		
					Limit (dBm)	Margin (dB)	Result (Pass/Fail)
1x	1931.2	14.960	4.0	19.0	33.01	-14.05	---
	1960.0	16.410	4.0	20.4	33.01	-12.60	---
	1989.0	15.380	4.0	19.4	33.01	-13.63	---
Beacon	1931.0	13.970	4.0	18.0	33.01	-15.04	---
	1960.0	12.460	4.0	16.5	33.01	-16.55	---
	1989.0	13.960	4.0	18.0	33.01	-15.05	---
DO	1931.0	15.930	4.0	19.9	33.01	-13.08	---
	1960.0	16.470	4.0	20.5	33.01	-12.54	---
	1989.0	15.660	4.0	19.7	33.01	-13.35	---
Test Site: CEM04		Cable 1: none					
Analyzer: Rental #1							



Band Edge Measurements

LIMITS

"The power of any emission outside of the authorized operating frequency ranges must be attenuated below the transmitting power (P) by a factor of at least $43 + 10 \log(P)$ dB."

[24.238(a)]

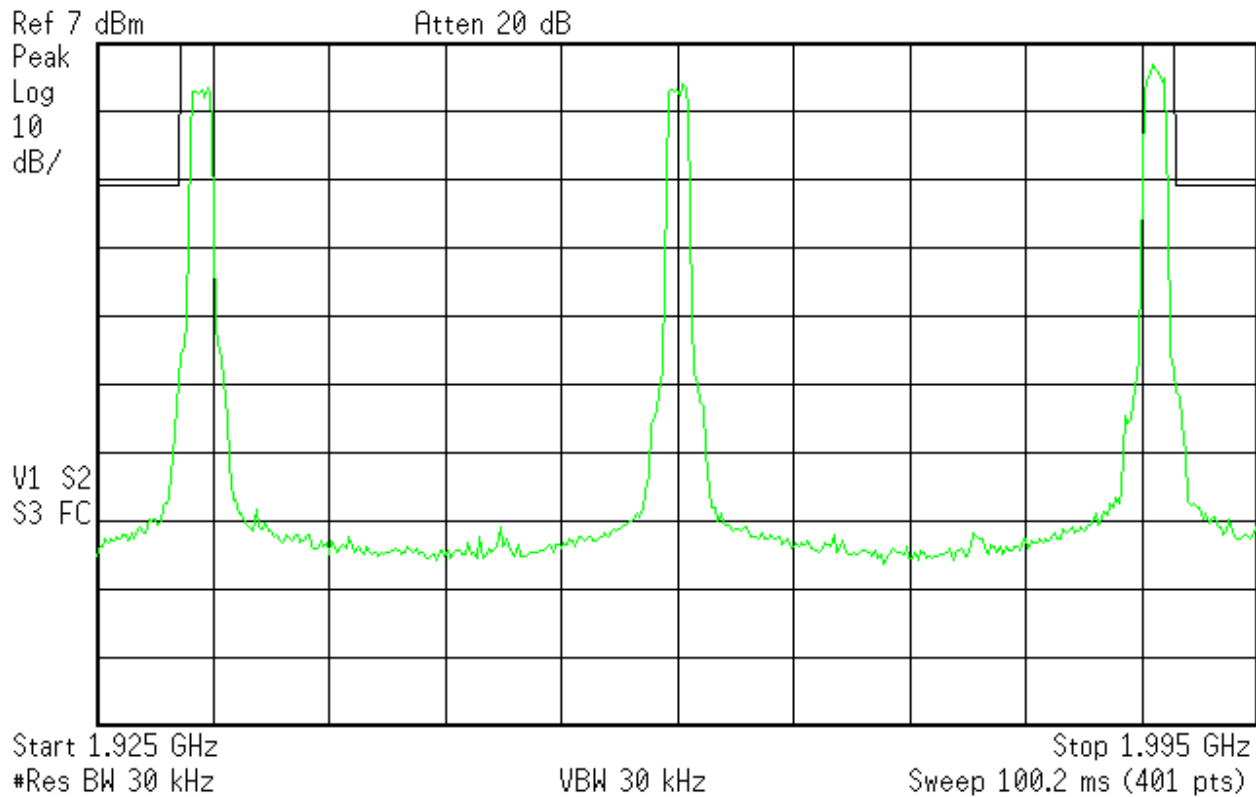
"A narrower resolution bandwidth is permitted in all cases to improve measurement accuracy provided the measured power is integrated over the full required measurement bandwidth (i.e. 1MHz or 1 percent of emission bandwidth, as specified)." [24.238(b)]

MEASUREMENTS / RESULTS

Note: Mask lines are set to -13dBm at 1930MHz and 1990MHz.

Agilent 00:45:03 Jan 27, 2010

R T



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Radiated Spurious Emissions Measurements

LIMITS

"The power of any emission outside of the authorized operating frequency ranges must be attenuated below the transmitting power (P) by a factor of at least 43 + 10 log(P) dB."
[24.238(a)]

MEASUREMENTS / RESULTS

Radiated Spurious Emissions Table													
Date: 10-Dec-09			Company: Airvana			Work Order: J1375			EUT Operating Voltage/Frequency: 120VAC, 60Hz				
Engineer: Chris Reynolds			EUT Desc: Airave			Humidity: 23%			Pressure: 987.4mBar				
Temp: 24°C			Frequency Range: 30-1000MHz			Measurement Distance: 3 m			EUT Max Freq: 800MHz				
Notes: Config 1 Termination on RX at FAP and ATAIR Connector													
Antenna Polarization (H/V)	Frequency (MHz)	Reading (dBµV)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dBµV/m)	Adjusted Reading (dBm)	FCC Class B			47 CFR 24.238(a)		
								Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBm)	Margin (dB)	Result (Pass/Fail)
vbb	30.0	33.2	25.5	22.3	0.3	30.3	-64.9	40.0	-9.8	Pass	-13.0	-51.9	Pass
vbb	47.33	41.3	25.5	10.0	0.4	26.2	-69.0	40.0	-13.8	Pass	-13.0	-56.0	Pass
vbb	55.955	48.3	25.5	7.7	0.4	30.9	-64.3	40.0	-9.1	Pass	-13.0	-51.3	Pass
vbb	101.9	47.6	25.4	10.9	0.5	33.6	-61.6	43.5	-9.9	Pass	-13.0	-48.6	Pass
vbb	110.8	46.8	25.4	12.9	0.5	34.8	-60.4	43.5	-8.7	Pass	-13.0	-47.4	Pass
v	143.3	49.8	25.5	13.3	0.7	38.3	-56.9	43.5	-5.2	Pass	-13.0	-43.9	Pass
vbb	173.8	47.1	25.5	11.8	0.7	34.1	-61.1	43.5	-9.4	Pass	-13.0	-48.1	Pass
v	250.0	46.4	25.5	12.3	0.9	34.1	-61.1	46.0	-11.9	Pass	-13.0	-48.1	Pass
h	354.0	43.3	25.5	15.3	0.9	34.0	-61.1	46.0	-12.0	Pass	-13.0	-48.1	Pass
h	750.0	34.3	25.7	21.1	1.7	31.4	-63.7	46.0	-15.6	Pass	-13.0	-50.7	Pass
h	856.9	36.9	25.8	22.2	1.7	35.0	-60.1	46.0	-11.0	Pass	-13.0	-47.1	Pass
h	875.0	36.2	25.8	22.5	1.7	34.6	-60.6	46.0	-11.4	Pass	-13.0	-47.6	Pass

Table Result: Pass by -5.2 dB **Worst Freq:** 143.3 MHz

Test Site: EMI Chamber 2 **Cable 1:** Asset #1508 **Cable 2:** Asset #1508 **Cable 3:** ---
 Analyzer: Asset #1327 **Preamp:** Green **Antenna:** Red-White **Preselctor:** ---

Radiated Spurious Emissions Table														
Date: 27-Jan-10			Company: Airvana			Work Order: J1357			EUT Operating Voltage/Frequency: 120VAC, 60Hz					
Engineer: Evan Gould			EUT Desc: Airave			Humidity: ---			Pressure: ---					
Temp: ---			Frequency Range: 1-18GHz			Measurement Distance: 1m			EUT Max Freq: 800MHz					
Notes: Config 2														
Antenna Polarization (H/V)	Frequency (MHz)	Peak Reading (dBµV)	Average Reading (dBµV)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Peak Reading (dBµV/m)	Adjusted Avg Reading (dBµV/m)	FCC Class B			47 CFR 24.238(a)		
									Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)
no emissions found														

Test Site: 3m Indoor OATS **Cable 1:** EMIR-High-21 **Cable 2:** --- **Cable 3:** ---
 Analyzer: Rental #1 **Preamp:** Asset #1517 **Antenna:** Yellow Horn **Preselctor:** ---

Radiated Spurious Emissions Table														
Date: 27-Jan-10			Company: Airvana			Work Order: J1357			EUT Operating Voltage/Frequency: 120VAC, 60Hz					
Engineer: Evan Gould			EUT Desc: Airave			Humidity: ---			Pressure: ---					
Temp: ---			Frequency Range: 18-20GHz			Measurement Distance: 1m			EUT Max Freq: 800MHz					
Notes: Config 2														
Antenna Polarization (H/V)	Frequency (MHz)	Peak Reading (dBµV)	Average Reading (dBµV)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Peak Reading (dBµV/m)	Adjusted Avg Reading (dBµV/m)	FCC Class B			47 CFR 24.238(a)		
									Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)
no emissions found														

Test Site: 1DCC-OATS-3M-I **Cable 1:** 40GHz Mixer/18-26.5GHz no cable **Cable 2:** --- **Cable 3:** ---
 Analyzer: Rental SA#1 **Preamp:** 18-26.5GHz **Antenna:** 18-26.5GHz Horn **Preselctor:** ---



Conducted Spurious Emissions Measurements

LIMITS

"The power of any emission outside of the authorized operating frequency ranges must be attenuated below the transmitting power (P) by a factor of at least $43 + 10 \log(P)$ dB."
[24.238(a)]

$$\text{Limit} = 10 \cdot \log(P[\text{mW}]) - (43 + 10 \cdot \log(P[\text{W}])) = -13\text{dBm}$$

PLOTS

30MHz – 1995MHz

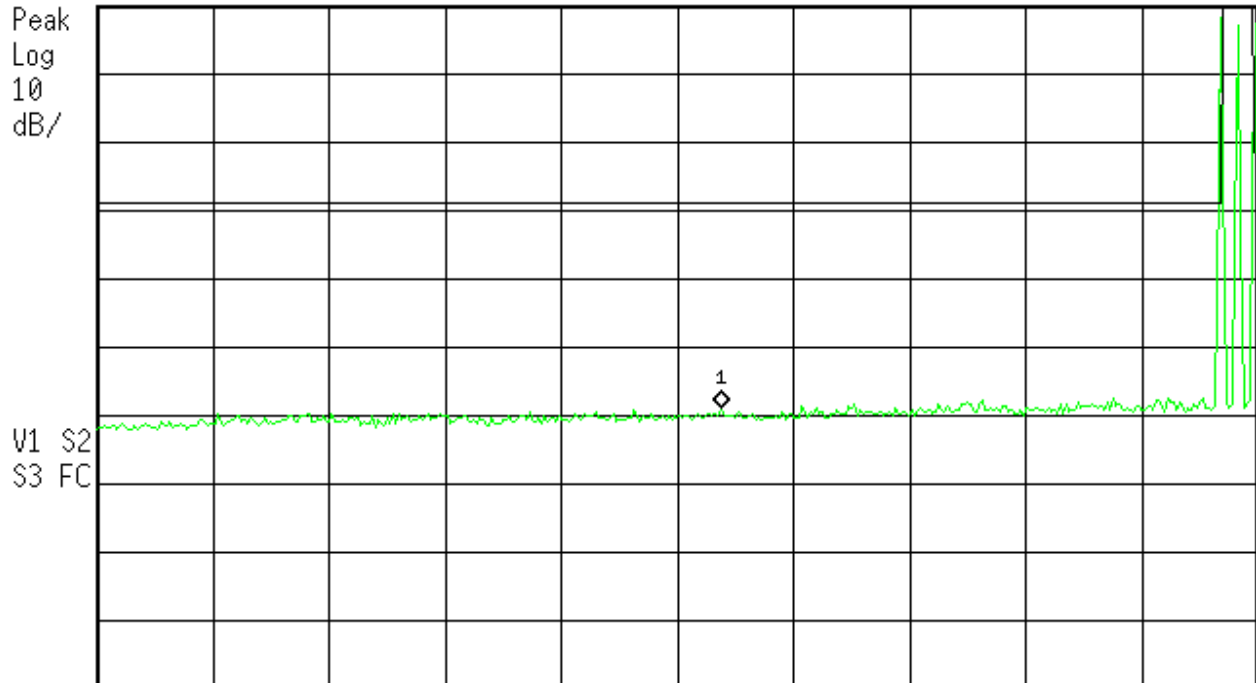
Agilent 23:54:09 Jan 26, 2010

R T

Mkr1 1.086 GHz
-43.89 dBm

Ref 15 dBm

Atten 25 dB



Start 30 MHz

Stop 1.995 GHz

#Res BW 1 MHz

VBW 1 MHz

Sweep 4 ms (401 pts)

Query UNTERMINATED

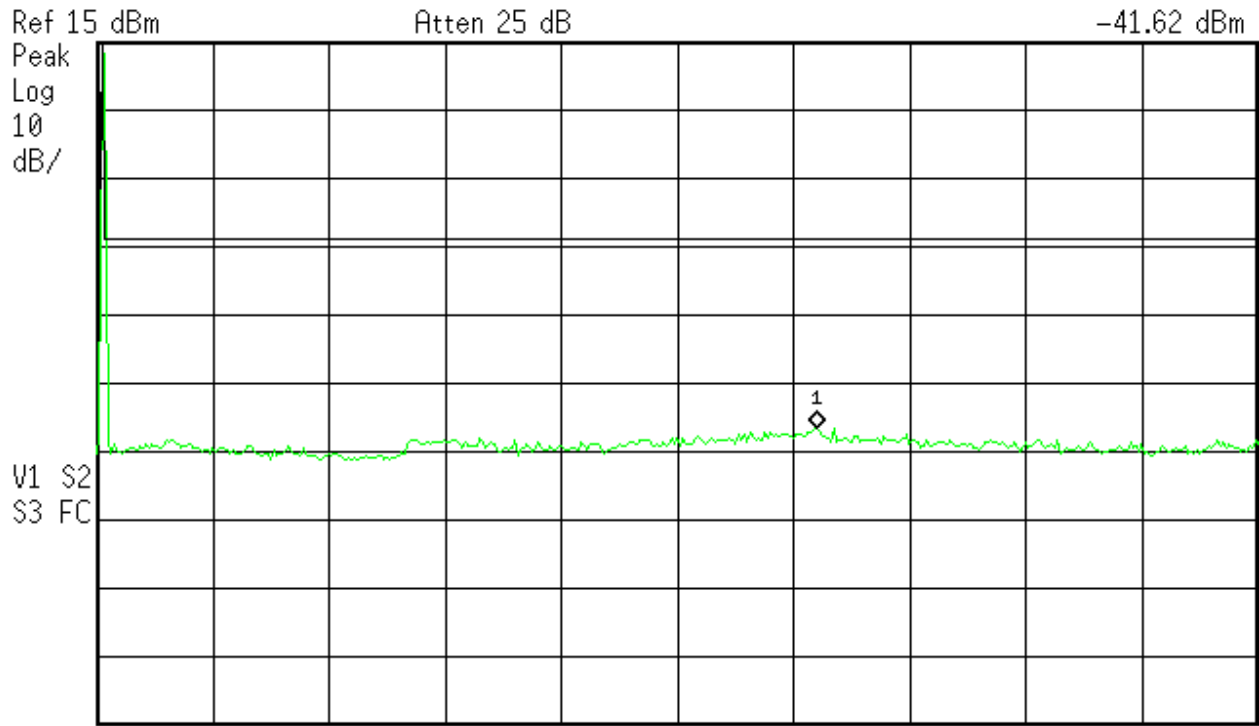


1850MHz – 20GHz

Agilent 23:57:39 Jan 26, 2010

R T

Mkr1 13.10 GHz
-41.62 dBm



Start 1.85 GHz Stop 20 GHz
#Res BW 1 MHz VBW 1 MHz Sweep 181.5 ms (401 pts)

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AC Line Conducted Emissions LIMIT

Frequency of emission (MHz)	Quasi-peak limit (dBμV)	Average limit (dBμV)
0.15-0.5	66 to 56*	56 to 46*
0.5-5	56	46
5-30	60	50

*Decreases with the logarithm of the frequency.

[47 CFR 15.207(a)]

MEASUREMENTS / RESULTS

AC Mains Conducted Emissions																	
Date: 11-Dec-09			Company: Airvana			Work Order: J1375			Engineer: Matthew Burman			EUT Desc: CDMA Femto Cell			Test Site: CEMI-01		
Temp: 22.1 °C			Humidity: 34%			Notes: Configuration 3 - Termination on RX at ATAIR Broadcom Chip			Pressure: 1015mBar			Measurement Device: Asset #1493 LISN			EUT Operating Voltage/Frequency: 120Vac 60Hz		
Range: 0.15-30MHz						Spectrum Analyzer: Red											
Frequency (MHz)	Q.P. Readings		Ave. Readings		Impedance Factor (dB)	FCC/CISPR B		FCC/CISPR B		Overall Result (Pass/Fail)							
	QP1 (dBμV)	QP2 (dBμV)	AV1 (dBμV)	AV2 (dBμV)		qp Limit (dBμV)	qp Margin dB	AVE Limit (dBμV)	AVE Margin dB								
0.15	20.7	17.1	3.4	3.1	20.1	66.0	-25.3	56.0	-32.5	Pass							
0.18	32.1	31.0	17.1	16.8	20.1	64.3	-12.2	54.3	-17.1	Pass							
0.33	14.8	15.5	4.5	5.0	20.1	59.5	-24.0	49.5	-24.4	Pass							
4.24	12.1	13.1	1.2	0.9	20.1	56.0	-22.8	46.0	-24.8	Pass							
4.58	17.2	17.5	4.0	4.1	20.1	56.0	-18.4	46.0	-21.8	Pass							
13.73	12.9	10.7	5.2	5.3	20.2	60.0	-26.9	50.0	-24.5	Pass							
Table Result: Pass by -12.20 dB Worst Freq: 0.18 MHz																	



Frequency Stability

REQUIREMENT

"The frequency stability shall be sufficient to ensure that the fundamental emission stays within the authorized frequency block." [24.235]

MEASUREMENTS / RESULTS

Frequency Stability			Curtis-Straus LLC
Engineer: Evan Gould		Company: Airvana	
Date: 3/30/2010		EUT: Airave	
Analyzer: Brown		Work Order: J1375	
Cable: EMIR-HIGH 13			
Note: Reference: 20°C 110VAC ; 20dB down on low side			
Temperature	Supply Voltage	Center Frequency	Frequency Delta
(°C)	(VAC)	(Hz)	(ppm)
-30	110	1930563750	0.00
-20	110	1930563750	0.00
-10	110	1930560000	1.94
0	110	1930561250	1.29
10	110	1930560000	1.94
20	93.5	1930563750	0.00
20	110	1930563750	0.00
20	126.5	1930561250	1.29
30	110	1930565000	-0.65
40	110	1930562500	0.65
50	110	1930563750	0.00

Test Equipment Used

Rev: 26-Mar-2010

Chambers and Stripline	MN	Mfr	SN	Asset	Cat	Calibration Due	
Environmental (Safety)	SGTH-31S	B-M-A Inc.	2245	321	I	23-Apr-2010	
Spectrum Analyzers / Receivers /Preselectors	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Rental SA #1 (Brown)	9kHz-26.5GHz	E4407B	Agilent	SG44210511	1510	I	25-Mar-2011

All equipment is calibrated using standards traceable to NIST or other nationally recognized calibration standard.



Conditions Of Testing

[Bureau Veritas Consumer Products Services, Inc., a Massachusetts corporation], and/or its affiliates (collectively, the "Company") will conduct, at the request of the Submitter ("**Client**"), the tests specified on the submitted Test Request Form or equivalent in accordance with, and subject to, the following terms and conditions (collectively, "**Conditions**"):

1. All orders for tests are subject to acceptance by the Company, and no order will constitute a binding commitment of the Company unless and until such order is accepted by it, as evidenced by the issuance of a written report ("**Test Report**") by the Company. The Test Report is issued solely by the Company, is intended for the exclusive use of Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of the Company. By submitting a request for services to the Company, Client consents to the disclosure to accreditation bodies of those records of Client relevant to the accreditation body's assessment of the Company's competence and compliance with relevant accreditation criteria. The Company shall not be liable for any loss or damage whatsoever resulting from the failure of the Company to provide its services within any time period for completion estimated by the Company. If Client anticipates using the Test Report in any legal proceeding, arbitration, dispute resolution forum or other proceeding, it shall so notify the Company prior to submitting the Test Report in such proceeding. The Company has no obligation to provide a fact or expert witness at such proceeding unless the Company agrees in advance to do so for a separate and additional fee.
2. The Test Report will set forth the findings of the Company solely with respect to the test samples identified therein. Unless specifically and expressly indicated in the Test Report, the results set forth in such Test Report are not intended to be indicative or representative of the quality or characteristics of the lot from which a test sample is taken, and Client shall not rely upon the Test Report as being so indicative or representative of the lot or of the tested product in general. The Test Report will reflect the findings of the Company at the time of testing only, and the Company shall have no obligation to update the Test Report after its issuance. The Test Report will set forth the results of the tests performed by the Company based upon the written information provided to the Company. The Test Report will be based solely on the samples and written information submitted to the Company by Client, and the Company shall not be obligated to conduct any independent investigation or inquiry with respect thereto.
3. The Company may, in its sole discretion, destroy samples which have been furnished to the Company for testing and which have not been destroyed in the course of testing. The Company may delegate the performance of all or a portion of the services contemplated hereunder to an affiliate, agent or subcontractor of the Company, and Client consents to such delegation.
4. These Conditions and the Test Report represent the entire understanding of the parties hereto with respect to the subject matter hereof and of the Test Report, and no modification, variance or extrapolation with respect thereto shall be permitted without the prior written consent of the Company.
5. The names, service marks, trademarks and copyrights of the Company and its affiliates, including the names "**BUREAU VERITAS**," "**BUREAU VERITAS CONSUMER PRODUCTS SERVICES**," "**BVCPS**," "**MTL**," "**ACTS**," "**MTL-ACTS**" and "**CURTIS-STRAUS**" (collectively, the "**Marks**") are and shall remain the sole property of the Company or its affiliates and shall not be used by Client except solely to the extent that Client obtains the prior written approval of the Company and then only in the manner prescribed by the Company. Client shall not contest the validity of the Marks or take any action that might impair the value or goodwill associated with the Marks or the image or reputation of the Company or its affiliates.
6. Payment in full shall be due 30 days after the date of invoice. Interest shall be due on overdue amounts from the due date until paid at an interest rate of 1.5% per month or, if less, the maximum rate permitted by law. The Company reserves the right, at any time and from time to time, to revoke any credit extended to Client. Client shall reimburse the Company for any costs it incurs in collecting past due amounts, including court costs and fees and expenses of attorneys and collection agencies. The Test Report may not be used or relied upon by Client if and for so long as Client fails to pay when due any invoice issued by the Company or any affiliate of it to Client or any affiliate or subsidiary of Client together with interest and penalties, if any, accrued thereon.
7. The Company disclaims any and all responsibility or liability arising out of or in connection with e-mail transmissions of such information.
8. Client understands and agrees that the Company is neither an insurer nor a guarantor, that the Company does not take the place of Client or any designer, manufacturer, agent, buyer, distributor or transportation or shipping company, and that the Company disclaims all liability in such capacities. Client further understands that if it seeks assurance against loss or damage, it should obtain appropriate insurance.
9. Client agrees that the Company, by providing the services, does not take the place of Client nor any third party, nor does the Company release them from any of their obligations, nor does the Company otherwise assume, abridge, abrogate or undertake to discharge any duty of any third party to Client or any duty of Client or any third party to any other third party, and Client will not release any third party from its obligations and duties with respect to the tested goods.
10. Client shall, on a timely basis, (a) provide adequate instructions to the Company in order to enable the Company to perform properly its services, (b) provide, or cause Client's suppliers and contractors to provide, the Company with all documents necessary to enable the Company to perform its services, (c) furnish the Company with all relevant information regarding Client's intended use and purposes of the tested goods, (d) advise the Company of essential dates and deadlines relevant to the tested goods and (e) fully exercise all rights and remedies available to Client against third parties in respect of the tested goods.
11. The Company shall undertake due care and ordinary skill in the performance of its services to Client, and the Company shall accept responsibility only where such skill has not been exercised and, even in such event, only to the extent of the limitation of liability set forth herein.
12. If Client desires to assert a claim arising from or relating to (i) the performance, purported performance or non-performance of any services by the Company or (ii) the sale, resale, manufacture, distribution or use of any tested goods, it must submit that claim to the Company in a writing that sets forth with particularity the basis for such claim within 60 days from discovery of the potential claim and not more than six months after the date of issuance of the Test Report to Client. Client waives any and all such claims including, without limitation, claims that the Test Report is inaccurate, incomplete or misleading or that additional or different testing is required, unless and then only to the extent that Client submits a written claim to the Company within both such time periods.



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13. CLIENT SHALL, EXCEPT TO THE EXTENT OF COMPANY'S LIABILITY TO CLIENT HEREUNDER (WHICH IN NO EVENT SHALL EXCEED THE LIMITATION OF LIABILITY HEREIN), HOLD HARMLESS AND INDEMNIFY THE COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS AGAINST ALL ACTUAL OR ALLEGED THIRD PARTY CLAIMS FOR LOSS, DAMAGE OR EXPENSE OF WHATSOEVER NATURE AND HOWSOEVER ARISING FROM OR RELATING TO (i) THE PERFORMANCE, PURPORTED PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES BY THE COMPANY OR (ii) THE SALE, RESALE, MANUFACTURE, DISTRIBUTION OR USE OF ANY TESTED GOODS.

14. EXCEPT AS MAY OTHERWISE BE EXPRESSLY AGREED TO IN WRITING BY THE COMPANY AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN OR IN ANY TEST REPORT, NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS MADE.

15. (A) IN NO EVENT WHATSOEVER SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THE TEST REPORT OR THE SERVICES PROVIDED BY THE COMPANY HEREUNDER, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO PROPERTY; LOSS OF INCOME, PROFIT OR USE; OR ANY CLAIMS OR DEMANDS MADE AGAINST CLIENT OR ANY OTHER PERSON BY ANY THIRD PARTY IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THE SERVICES PROVIDED BY THE COMPANY HEREUNDER.

(B) NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN, AND IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO CLIENT AND THE COMPANY ASSOCIATED WITH THE TESTING SERVICES CONTEMPLATED HEREBY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT UNDER NO CIRCUMSTANCES WHATSOEVER SHALL THE LIABILITY OF THE COMPANY TO CLIENT OR ANY THIRD PARTY IN RESPECT OF ANY CLAIM FOR LOSS, DAMAGE OR EXPENSE, OF WHATSOEVER NATURE OR MAGNITUDE, AND HOWSOEVER ARISING, EXCEED AN AMOUNT EQUAL TO FIVE (5) TIMES THE AMOUNT OF THE FEES PAID TO THE COMPANY FOR THE SPECIFIC SERVICES WHICH GAVE RISE TO SUCH CLAIM OR U.S.\$10,000, WHICHEVER IS THE LESSER AMOUNT.

16. The Company shall not be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from any event of force majeure or any event outside the control of the Company. If any such event occurs, the Company may immediately cancel or suspend its performance hereunder without incurring any liability whatsoever to Client.

17. Company's services, including these Conditions, shall be governed by, and construed in accordance with, the local laws of the country where the Company performs the tests or, in the case of tests performed in the United States of America, the laws of Massachusetts without regard to conflicts of laws principles. If any aspect(s) of these Conditions is found to be illegal or unenforceable, the validity, legality and enforceability of all remaining aspects of these Conditions shall not in any way be affected or impaired thereby. Any proceeding related to the subject matter hereof shall be brought, if at all, in the courts of the country where the Company performs the tests or, in the case of tests performed in the United States of America, in the courts of Massachusetts. Client waives the right to interpose any counterclaim or setoffs of any nature in any litigation arising hereunder.

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