
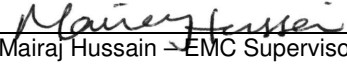




Test Report

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

Report No	EM0358-1
Client	Escort Inc.
Address	5440 West Chester Rd. West Chester, OH 45069
Phone	513-870-8517
Items tested FCC ID FRN	SmartRadar QKLESR 0007508732
Equipment Type Equipment Code	CRD Radar Detector
FCC Rule Parts	47 CRF 15.109(h)
Test Dates	February 28 and March 15, 2012
Results	As detailed within this report
Prepared by	 John Cushing – Compliance Engineer
Authorized by	 Mairaj Hussain – EMC Supervisor
Issue Date	<u>3/27/2012</u>
Conditions of Issue	This Test Report is issued subject to the conditions stated in the 'Conditions of Testing' section on page 11 of this report.

Curtis-Straus LLC is accredited to ISO/IEC 17025 by A2LA for the specific scope of accreditation under Certificate Number 1627-01. This report may contain data which is not covered by the A2LA accreditation. See our scope of accreditation at the end of this test report. Any opinions or interpretations expressed in this report are outside the scope of our A2LA accreditation as A2LA only accredits testing.

Testing Cert. No. 1627-01



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



Summary

This report is an application for Certification of a radar detector operating pursuant to 47 CFR 15.109(h). This report is designed to demonstrate the compliance with the requirements outlined in Part 15 (using the methods outlined in Part 2) of 47 CFR.

This report also serves as a verification of the device's digital circuitry.

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

This product contains FCC ID: QKLBT1

Test Methodology

Radiated emission testing was performed according to the procedures in ANSI C63.4 (2009). The testing was performed at a distance of 1 meter. The device's performance was investigated in the range 11.7-12.2GHz. The radar detector was powered by a variable power supply. Since the device is a hand-held unit, the emissions were maximized around the three orthogonal axes and the maximum reading was recorded. The integrated antenna cannot be maximized separately.

Device has a USB port which is used to update the software, in USB mode device acts strictly like a USB device while disabling its other functions. Digital circuitry was scanned in the USB mode while powered through a support PC. AC mains conducted emissions were performed on AC mains of the support PC.

Release Control Record		
Issue No.	Reason for change	Date Issued
1	Original Release	March 27, 2012

Product Tested - Configuration Documentation

EUT Configuration											
Work Order: M0358 Company: Escort Inc. Company Address: 5440 West Chester Road West Chester, OH 45069 Contact: Wanda Densford Person Present: No											
MN			FCC ID				SN				
EUT: SmartRadar			QKLESR				sample 1				
EUT Description: Radar Detector											
Support Equipment:			MN				SN				
Dell PC			OT757L				XQ8L61				
EUT Ports:											
Port Label	Port Type	No. of ports	No. Populated	Cable Type	Shielded	Ferrites	Length	Max Length	In/Out	NEBS Type	Unpopulated Reason
12VDC	Power DC	1	1	2-wire	No	None	3m	N/A	in		
USB	USB	1	1	USB	Yes	None	2m	5m	in		
Display	RJ11	1	1	RJ11	No	None	0.2m	2m	in		
Data	RJ11	1	0	N/A	N/A	N/A	N/A	N/A	in		Not used in this config
Software / Operating Mode Description:											
EUT is scanning for Radar when powered by 12VDC. EUT can be powered by USB when connected to a computer for updating.											

Statement of Conformity

47 CFR 15.109(h) states that “*Radar detectors shall comply with the emissions limits...of [section 15.109(a)] over the frequency range of 11.7-12.2GHz*”. The applicable limit being 500V/m measured at a distance of 3m. The radar detector has been tested and found to comply with this requirement

Test Results

Radiated Emissions - Radar Detector

Radiated Emissions Table												
Date: 28-Feb-12			Company: Escort				Work Order: M0358					
Engineer: Edward Breen			EUT Desc: Radar detector				EUT Operating Voltage/Frequency: 12Vdc					
Temp: 24.8°C			Humidity: 13%				Pressure: 1020mBar					
Frequency Range: 30-1000MHz						Measurement Distance: 3 m						
Notes:												
Antenna Polarization (H / V)	Frequency (MHz)	Reading (dBµV)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dBµV/m)	---			FCC Class B		
							Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)
V	32.0	33.6	25.5	20.1	0.3	28.5	---	---	---	40.0	-11.5	Pass
H	32.0	17.8	25.5	20.1	0.3	12.7	---	---	---	40.0	-27.3	Pass
V	48.0	50.3	25.5	9.2	0.4	34.4	---	---	---	40.0	-5.6	Pass
H	48.0	42.1	25.5	9.2	0.4	26.2	---	---	---	40.0	-13.8	Pass
V	130.9	41.0	25.5	14.0	0.6	30.1	---	---	---	43.5	-13.4	Pass
H	130.9	38.2	25.5	14.0	0.6	27.3	---	---	---	43.5	-16.2	Pass
V	158.4	44.3	25.5	12.6	0.8	32.2	---	---	---	43.5	-11.3	Pass
H	158.4	40.6	25.5	12.6	0.8	28.5	---	---	---	43.5	-15.0	Pass
V	182.8	31.2	25.5	11.3	0.8	17.8	---	---	---	43.5	-25.7	Pass
H	182.8	30.5	25.5	11.3	0.8	17.1	---	---	---	43.5	-26.4	Pass
V	509.4	29.8	25.6	17.6	1.6	23.4	---	---	---	46.0	-22.6	Pass
H	515.4	28.6	25.6	17.6	1.5	22.1	---	---	---	46.0	-23.9	Pass
Table Result: Pass by -5.6 dB Worst Freq: 48.0 MHz												
Test Site: EMI Chamber 2			Cable 1: Asset #1506				Cable 2: Asset #1508					
Analyzer: Asset #1328			Preamp: Orange				Antenna: Red-White					

Rev: 21-Feb-2012

Spectrum Analyzers / Receivers / Preselectors	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
SA EMI Chamber (1328)	9kHz-13.2 GHz	E4405B	Agilent	MY44210241	1328	I	4-Mar-2012
Radiated Emissions Sites	FCC Code	IC Code	VCCI Code			Cat	Calibration Due
EMI Chamber 2	719150	2762A-7	R-3033, G-107			I	12-Mar-2013
Preamps / Couplers Attenuators / Filters	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Orange	0.009-2000MHz	ZFL-1000-LN	CS	N/A	765	II	10-Dec-2012
Antennas	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Red-White Bilog	30-2000MHz	JB1	Sunol	A091604-1	1105	I	28-Jan-2013
Meteorological Meters		MN	Mfr	SN	Asset	Cat	Calibration Due
Temp./Humidity/Atm. Pressure Gauge		7400 Perception II	Davis	N/A	965	I	4-Apr-2013
CHAMBER2 Thermohygrometer		35519-044	Control Company	72457639	1347	II	19-Aug-2013
Cables	Range		Mfr			Cat	Calibration Due
Asset #1506	9kHz - 18GHz		Florida RF			II	2-Feb-2013
Asset #1508	9kHz - 18GHz		Florida RF			II	9-Apr-2012

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

Radiated Emissions Table															
Date: 28-Feb-12				Company: Escort				Work Order: M0358							
Engineer: Edward Breen				EUT Desc: Radar detector				EUT Operating Voltage/Frequency: 12Vdc							
Temp: 24.8°C				Humidity: 13%				Pressure: 1020mBar							
Frequency Range: 11.7-12.2GHz								Measurement Distance: 1 m							
Notes: FCC 15.109(h) No emissions found, readings are noise floor															
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 High Frequency - Peak			FCC Class B High Frequency - Average			
									Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	
H	11785.0	34.4	21.5	19.6	39.4	11.4	65.6	52.7	83.5	-17.9	Pass	63.5	-10.8	Pass	
V	12090.0	34.3	21.8	19.7	39.1	10.6	64.3	51.8	83.5	-19.2	Pass	63.5	-11.7	Pass	
Table Result: Pass by -10.8 dB Worst Freq: 11785.0 MHz															
Test Site: EMI Chamber 2				Cable 1: Asset #1506				Cable 2: Asset #1508							
Analyzer: Asset #1326				Preamp: Asset #1517				Antenna: Yellow Horn							

Rev: 21-Feb-2012

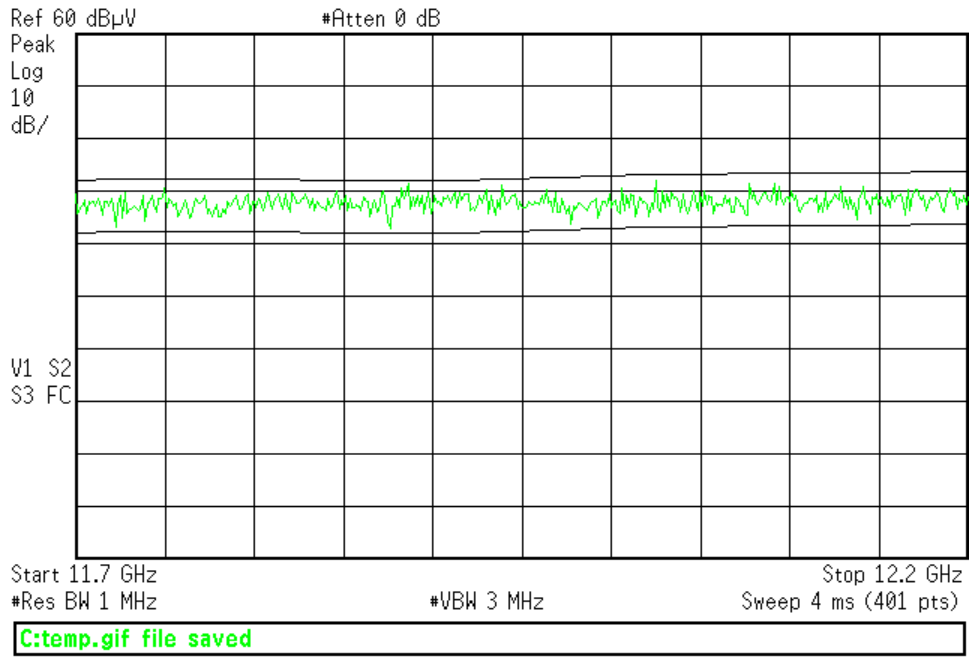
Spectrum Analyzers / Receivers / Preselectors		Range	MN	Mfr	SN	Asset	Cat	Calibration Due
SA EMI Chamber (1328)		9kHz-13.2 GHz	E4405B	Agilent	MY44210241	1328	I	4-Mar-2012
Radiated Emissions Sites		FCC Code	IC Code	VCCI Code			Cat	Calibration Due
EMI Chamber 2		719150	2762A-7	R-3033, G-107			I	12-Mar-2013
Preamps / Couplers Attenuators / Filters		Range	MN	Mfr	SN	Asset	Cat	Calibration Due
1517 HF Preamp		1-20GHz	CS	CS	N/A	1517	II	29-Mar-2012
Antennas		Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Yellow Horn		1-18GHz	3115	EMCO	9608-4898	37	I	17-Jun-2013
Meteorological Meters			MN	Mfr	SN	Asset	Cat	Calibration Due
Temp./Humidity/Atm. Pressure Gauge			7400 Perception II	Davis	N/A	965	I	4-Apr-2013
CHAMBER2 Thermohyrometer			35519-044	Control Company	72457639	1347	II	19-Aug-2013
Cables		Range		Mfr			Cat	Calibration Due
Asset #1506		9kHz - 18GHz		Florida RF			II	2-Feb-2013
Asset #1508		9kHz - 18GHz		Florida RF			II	9-Apr-2012

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

Analyzer Plot

Agilent 15:31:41 Feb 27, 2012

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Radiated Emissions - USB-powered

Radiated Emissions Table												
Date: 15-Mar-12			Company: Escort				Work Order: M0358					
Engineer: John Cushing			EUT Desc: Radar Detector				EUT Operating Voltage/Frequency: USB					
Temp: 24.3°C			Humidity: 20%		Pressure: 1023mBar			Measurement Distance: 3 m				
Frequency Range: 30-1000MHz												
Notes:												
Antenna Polarization (H/V)	Frequency (MHz)	Reading (dBµV)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dBµV/m)	---			FCC Class B		
							Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)
V	46.35	47.0	25.3	9.6	1.3	32.6	---	---	---	40.0	-7.4	Pass
V	63.0	49.3	25.3	7.7	1.5	33.2	---	---	---	40.0	-6.8	Pass
V	74.0	49.2	25.2	8.0	1.6	33.6	---	---	---	40.0	-6.4	Pass
V	80.88	49.4	25.3	7.5	1.7	33.3	---	---	---	40.0	-6.7	Pass
V	432.0	42.8	25.4	16.5	4.3	38.2	---	---	---	46.0	-7.8	Pass
V	814.5	28.8	25.2	21.6	6.3	31.5	---	---	---	46.0	-14.5	Pass
V	901.3	36.1	25.1	22.4	6.5	39.9	---	---	---	46.0	-6.1	Pass
Table Result: Pass by -6.1 dB Worst Freq: 901.3 MHz												
Test Site: EMI Chamber 1			Cable 1: Asset #1505				Cable 2: EMIR-14					
Analyzer: Rental SA#2			Preamp: Black				Antenna: Red-Brown					

3/7/2012

Spectrum Analyzers / Receivers / Preselectors	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Rental SA #2	9kHz-26.5 GHz	E7405A	Agilent	MY45104194	rental	I	1/5/2013
Radiated Emissions Sites	FCC Code	IC Code	VCCI Code			Cat	Calibration Due
EMI Chamber 1	719150	2762A-6	R-3032, G-106			I	2/16/2014
Preamps / Couplers Attenuators / Filters	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Black	0.009-2000MHz	ZFL-1000-LN	CS	N/A	799	II	12/13/2012
Antennas	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Red-Brown Bilog	30-2000MHz	JB1	Sunol	A0032406	1218	I	8/25/2012
Meteorological Meters		MN	Mfr	SN	Asset	Cat	Calibration Due
Temp./Humidity/Atm. Pressure Gauge		7400 Perception II	Davis	N/A	965	I	4/4/2013
CHAMBER1 Thermohyrometer		35519-044	Control Company	72457642	1345	II	8/19/2013
Cables	Range		Mfr			Cat	Calibration Due
Asset #1505	9kHz - 18GHz		Florida RF			II	8/19/2012
REMI-14	9kHz - 2GHz		C-S			II	9/19/2012

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

Conducted Emissions – USB-Powered

AC Side of a DC Supply Conducted Emissions														
Date: 15-Mar-12 Engineer: John Cushing Temp: 21.1 °C				Company: Escort EUT Desc: SmartRadar Humidity: 23%				Work Order: M0358 Pressure: 1023mB						
Notes:														
Frequency Range: :15-30MHz						EUT Input Voltage/Frequency: 120V/60Hz								
Frequency (MHz)	Quasi-Peak Readings		Average Readings		LISN Factors		Cable Factor (dB)	LISN Factor (dB)	FCC/CISPR Class B			FCC/CISPR Class B		
	QP1 (dBuV)	QP2 (dBuV)	AVG1 (dBuV)	AVG2 (dBuV)	L1 (dB)	L2 (dB)			QP Limit (dB)	Margin (dB)	Result (Pass/Fail)	AVG Limit (dB)	Margin (dB)	Result (Pass/Fail)
6.10	13.3	13.5	12.4	12.5	-0.2	-0.2	0.2	20.0	56.0	-22.6	Pass	46.0	-13.6	Pass
8.37	13.4	13.3	12.2	12.5	-0.3	-0.3	0.2	20.0	56.0	-22.7	Pass	46.0	-13.6	Pass
9.63	11.3	11.3	10.1	10.3	-0.3	-0.3	0.2	20.0	56.0	-24.8	Pass	46.0	-15.8	Pass
18.48	17.8	18.3	16.0	15.3	-0.4	-0.4	0.2	20.0	56.0	-17.9	Pass	46.0	-10.2	Pass
23.46	18.2	18.7	17.2	15.6	-0.5	-0.5	0.3	20.0	56.0	-17.6	Pass	46.0	-9.0	Pass
14.80	12.6	12.9	10.6	10.5	-0.3	-0.3	0.2	20.0	56.0	-23.2	Pass	46.0	-15.5	Pass
Result: Pass				Worst Margin: -9.0 dB				Frequency: 23.46 MHz						
Measurement Device: Yellow-Black LISN				Cable: CEMI-03				Spectrum Analyzer: Rental #2						
				Attenuator: 20dB Attenuator-36				Site: CEMI 5						

3/7/2012									
Spectrum Analyzers / Receivers / Preselectors		Range	MN	Mfr	SN	Asset	Cat	Calibration Due	
Rental SA #2		9kHz-26.5 GHz	E7405A	Agilent	MY45104194	rental	I	1/5/2013	
LISNs/Measurement Probes		Range	MN	Mfr	SN	Asset	Cat	Calibration Due	
Yellow-Black LISN		30kHz-50MHz	8012-50-R-24-BNC	Solar	411657	248	I	8/25/2012	
Conducted Test Sites (Mains / Telco)		FCC Code	VCCI Code				Cat	Calibration Due	
CEMI 5		719150	C-3364, T-1579				III	NA	
Meteorological Meters			MN	Mfr	SN	Asset	Cat	Calibration Due	
Temp./Humidity/Atm. Pressure Gauge CEM15 Thermohygrometer			7400 Perception II 35519-044	Davis Control Company	N/A 72457633	965 1341	I II	4/4/2013 8/19/2013	
Cables		Range		Mfr			Cat	Calibration Due	
CEMI-03		9kHz - 2GHz		C-S			II	9/16/2012	

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.
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.

Rev.160009121(2)_#684340 v13CS