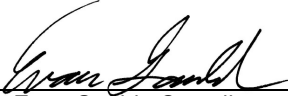
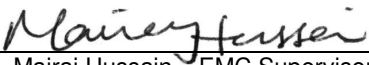




Test Report



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

Report No	EJ1561-3
Client	Wavemark Rich Leitermann
Address	1 Monarch Drive Littleton, MA 01460
Phone	(978) 431-1633
Item tested	Prox 1
Standards	FCC Part 15 Section 15.225
FCC ID	UQY-PROX1
FRN	0013630066
Test Dates	November 17, 2009
Results	As detailed within this report
Prepared by	 Evan Gould - Compliance Engineer
Authorized by	 Mairaj Hussain - EMC Supervisor
Issue Date	<u>12/29/09</u>
Conditions of Issue	This Test Report is issued subject to the conditions stated in the 'Conditions of Testing' section on page 13 of this report.

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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Summary

On November 16 and 17, 2009 we tested the Prox 1 module for compliance with the following requirements:

EMC Emissions:

- FCC 47 CFR Part 15 for following tests:
 - Section 15.225
 - Section 15.207 - AC Mains Conducted Emission
 - Section 15.209 – Spurious Radiated Emission

Registration numbers for all open area test sites can be found in the *Test Equipment Used* Section starting on page 12.

The purpose of this test report is to support an application for Limited Modular Approval.

Wavemark intends to add the radio module with limited modular approval to the following host chassis:

HF1500D
HFH1500D

The HF1500D was tested as representative of the two host cabinets.

Release Control Record

Issue No.	Reason for change	Date Issued
1	Original Release	November 20, 2008

Test Methodology

Radiated emission testing was performed according to the procedures specified in ANSI C63.4 (2003). Emissions were maximized by rotating the system around its vertical axis as well as varying the test antenna's height and polarity. The EUT was tested in a representative host device HF1500D. A separate test report has been issued to cover the verification requirement of the digital portion of the product.

Frequency range investigated:	0.009MHz – 1000MHz	
Measurement distance:	0.15 - 30MHz	Conducted
	0.009 – 30MHz	3m (loop antenna)
	30MHz – 1000MHz	3m

AC Line conducted emissions testing was performed with a 50Ω/50μH LISN.

The EUT was tested while installed in the HF1500D host product. The EUT was only tested in floor standing orientation on a rotating turn table.

The testing performed in the HF1500D host is representative of the EUT being installed in the other possible host product as well (HFH1500D). This is the case because both of these products use the same material and construction for their sidewalls. The two configurations also do not differ as far as their electrical and/or digital components either.

All readings are peak unless otherwise specified on the respective table.

Rich Leitermann from Wavemark was present during the testing. The test sample was received in good condition.

Release Control Record

Issue No.	Reason for change	Date Issued
1	Original Release	November 20, 2008

Product Tested - Configuration Documentation

EUT Configuration																																
Work Order: J1561 Company: Wavemark Company Address: 1 Monarch Drive, Suite 104 Littleton, MA 01460 Contact: Rich Leitermann Person Present: Rich Leitermann																																
			MN			PN			SN																							
EUT:			Prox 1						1																							
EUT Description: RFID reader module																																
EUT TX Frequency: 13.56MHz																																
Support Equipment:			MN						SN																							
None																																
EUT Ports:																																
<table border="1"> <thead> <tr> <th>Port Label</th> <th>Port Type</th> <th>No. of ports</th> <th>No. Populated</th> <th>Cable Type</th> <th>Shielded</th> <th>Ferrites</th> <th>Length</th> <th>Max Length</th> <th>In/Out NEBS Type</th> <th>Unpopulated Reason</th> </tr> </thead> <tbody> <tr> <td colspan="11">None</td> </tr> </tbody> </table>											Port Label	Port Type	No. of ports	No. Populated	Cable Type	Shielded	Ferrites	Length	Max Length	In/Out NEBS Type	Unpopulated Reason	None										
Port Label	Port Type	No. of ports	No. Populated	Cable Type	Shielded	Ferrites	Length	Max Length	In/Out NEBS Type	Unpopulated Reason																						
None																																
Software / Operating Mode Description:																																
EUT is transmitting																																



Statement of Conformity

The Prox 1 module has been found to conform to the following parts of 47 CFR as detailed below:

Part 2	Part 15	Comments
	15.15(b)	There are no controls accessible to the user that vary the output power.
2.925	15.19	The label is shown in the label exhibit.
	15.21	Information to the user is shown in the instruction manual exhibit.
	15.27	No special accessories are required for compliance.
	15.203	This product is professionally installed.
	15.205 15.209	The fundamental is not in a Restricted band and the spurious and harmonic emissions in the Restricted bands comply with the general emission limits of 15.209.
	15.207	The unit meets the AC conducted emissions requirements of 15.207.
	15.225(a-d)	The unit complies with these requirements as shown in this test report.
	15.225(e)	The module complies with the frequency stability requirements.

Test Results

Fundamental Measurement

LIMITS

Frequency Range (MHz)	Limit @ 30m (µV/m)	Limit @ 30m (dBµV/m)
13.553-13.567	15,848	83.9
13.410-13.553 13.567-13.710	334	50.4
13.110-13.410 13.710-14.010	106	40.5

[15.225(a-c)]

MEASUREMENTS

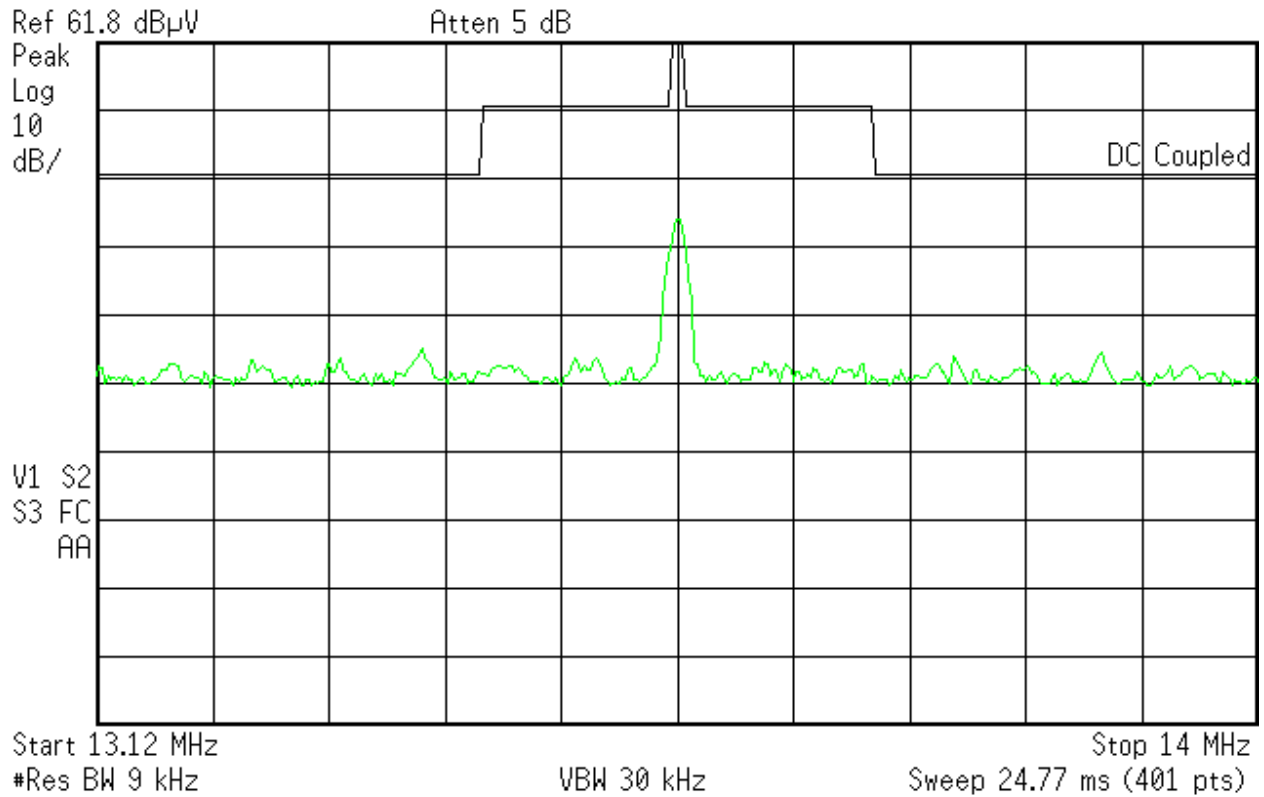
Radiated Emissions Table										
Date: 16-Nov-09		Company: Wavemark			Work Order: J1561					
Engineer: Evan Gould		EUT Desc: Prox 1			EUT Operating Voltage/Frequency: 120V / 60Hz					
Temp: 23.3°C		Humidity: 39%			Pressure: 1007mBar					
Frequency Range: 13.56MHz					Measurement Distance: 1 m					
Notes:										
Antenna Polarization (0° - 90°)	Frequency (MHz)	Reading (dBµV)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Distance Factor (dB)	Adjusted Reading (dBµV/m)	47 CFR 15.225(a)		
								Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)
0	13.56	35.8	25.4	38.0	0.2	59.1	-10.5	83.9	-94.4	Pass
Table Result:		Pass		by		-94.5 dB		Worst Freq:		13.56 MHz
Test Site: EMI Chamber 2		Cable 1: Asset #1506			Cable 2: Asset #1508			Cable 3: ---		
Analyzer: Gold		Preamp: Black			Antenna: Sm Loop (high)			Preselctor: ---		



ANALYZER PLOT

Agilent 12:04:30 Nov 16, 2009

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Radiated Spurious Emissions

LIMITS

“The field strength of any emissions appearing outside of the 13.110-14.010 MHz band shall not exceed the general radiated emission limits in § 15.209” [15.225(d)]

MEASUREMENTS

Radiated Emissions Table									
Date: 16-Nov-09		Company: Wavemark				Work Order: J1561			
Engineer: Evan Gould		EUT Desc: Prox 1				EUT Operating Voltage/Frequency: 120V / 60Hz			
Temp: 23.3°C		Humidity: 39%				Pressure: 1007mBar			
Frequency Range: 9kHz - 30MHz					Measurement Distance: 3 m				
Notes: Installed in HF1500D								RBW: 9kHz	
								VBW: 30kHz	
Antenna Polarization (0° - 90°)	Frequency (MHz)	Reading (dBµV)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dBµA/m)	Limit (dBµA/m)	Margin (dB)	Result (Pass/Fail)
No spurious emissions were detected									
Test Site: EMI Chamber 2			Cable 1: Asset #1506			Cable 2: Asset #1508			
Analyzer: Gold			Preamp: none			Antenna: Sm Loop			

Radiated Emissions Table												
Date: 17-Nov-09		Company: Wavemark				Work Order: J1561						
Engineer: Evan Gould		EUT Desc: Prox 1				EUT Operating Voltage/Frequency: 5VDC						
Temp: 23.2°C		Humidity: 30%				Pressure: 1017mBar						
Frequency Range: 30-1000MHz					Measurement Distance: 3 m							
Notes: No harmonics or spurious emissions were detected. The following noise floor measurements were taken instead.												
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)
noise floor	342.6	20.5	24.6	14.7	0.9	11.5	---	---	---	46.0	-34.5	Pass
noise floor	496.1	19.2	25.0	18.1	1.3	13.6	---	---	---	46.0	-32.4	Pass
noise floor	563.4	19.6	24.2	18.8	1.4	15.6	---	---	---	46.0	-30.4	Pass
noise floor	710.1	19.0	23.8	20.5	1.5	17.2	---	---	---	46.0	-28.8	Pass
noise floor	823.3	18.9	24.7	22.0	1.7	17.9	---	---	---	46.0	-28.1	Pass
noise floor	918.3	18.7	24.3	22.9	1.7	19.0	---	---	---	46.0	-27.0	Pass
Table Result: Pass by -27.0 dB							Worst Freq: 918.3 MHz					
Test Site: EMI Chamber 2			Cable 1: Asset #1506			Cable 2: Asset #1508			Cable 3: ---			
Analyzer: Gold			Preamp: Black			Antenna: Red-White			Preselector: ---			



AC Line Conducted Emission Measurements LIMITS

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

AC Mains Conducted Emissions										
Date: 17-Nov-09			Company: Wavemark			Work Order: J1561				
Engineer: Evan Gould			EUT Desc: Prox 1			Test Site: CEMI-4				
Temp: 19.5 °C			Humidity: 33%			Pressure: 1017mBar				
Notes: installed HF1500D with AULT DC supply										
Measurement Device: Green LISN						EUT Operating Voltage/Frequency: 5VDC				
Range: 0.15-30MHz						Spectrum Analyzer: Black				
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	
0.30	23.2	22.1	19.9	20.9	20.1	60.2	-16.9	50.2	-9.2	Pass
8.00	21.3	20.7	18.4	18.0	20.2	60.0	-18.5	50.0	-11.4	Pass
11.30	25.4	24.6	20.5	21.0	20.2	60.0	-14.4	50.0	-8.8	Pass
16.00	18.7	20.1	11.0	14.0	20.4	60.0	-19.5	50.0	-15.6	Pass
24.50	16.8	18.7	11.7	14.1	20.8	60.0	-20.5	50.0	-15.1	Pass
25.80	18.0	19.4	9.9	13.2	20.8	60.0	-19.8	50.0	-16.0	Pass
Table Result: Pass by -8.80 dB Worst Freq: 11.30 MHz										

AC Mains Conducted Emissions										
Date: 17-Nov-09			Company: Wavemark			Work Order: J1561				
Engineer: Evan Gould			EUT Desc: Prox 1			Test Site: CEMI-4				
Temp: 19.5 °C			Humidity: 33%			Pressure: 1017mBar				
Notes: installed in HF1500 D GlobTek supply										
Measurement Device: Green LISN						EUT Operating Voltage/Frequency: 5VDC				
Range: 0.15-30MHz						Spectrum Analyzer: Black				
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	
0.23	27.5	19.2	11.6	15.8	20.2	62.4	-14.7	52.4	-16.4	Pass
0.30	23.9	22.0	23.3	20.1	20.1	60.2	-16.2	50.2	-6.8	Pass
0.78	18.9	19.2	13.9	15.8	20.1	56.0	-16.7	46.0	-10.1	Pass
13.60	12.8	14.5	4.3	4.8	20.3	60.0	-25.2	50.0	-24.9	Pass
21.00	33.8	33.8	27.1	25.4	20.6	60.0	-5.6	50.0	-2.3	Pass
24.70	24.6	24.1	23.0	16.8	20.8	60.0	-14.6	50.0	-6.2	Pass
26.90	21.9	21.4	12.0	13.0	20.9	60.0	-17.2	50.0	-16.1	Pass
Table Result: Pass by -2.30 dB Worst Freq: 21.00 MHz										



Frequency Stability Measurements

LIMITS

“The frequency tolerance of the carrier signal shall be maintained within ±0.01% of the operating frequency over a temperature variation of -20 °C to +50 °C at normal supply voltage, and for a variation in the primary supply voltage from 85% to 115% of the rated supply voltage at a temperature of 20 °C.”[15.225(e)]

MEASUREMENTS

Frequency Drift			
Work Order: J1561		Company: Wavemark	
Date: 18-Nov-09			
Engineer: Evan Gould			
EUT: Prox 1			
The reference point was chosen to be the peak of the fundamental			
Frequency drift equals the difference between the reference point at normal conditions and the reference point at extreme conditions			
Ref. point (MHz)	temp (°C)	DC voltage	Freq. Drift (kHz)
13.559784	20	12	N/A
13.559783	20	10.2	-0.001
13.559781	20	13.8	-0.003
13.559692	-20	12	-0.092
13.559731	50	12	-0.053
Result: Pass		Limit: ± 1.3559784 kHz	
Analyzer: Brown			



Test Equipment Used

REV. 11-NOV-2009

SPECTRUM ANALYZERS / RECEIVERS / PRESELECTORS							
	RANGE	MN	MFR	SN	ASSET	CAT	CALIBRATION DUE
BLACK	9kHz-12.8GHz	8596E	Agilent	3710A00944	00337	I	18-SEP-2010
GOLD	100Hz-26.5 GHz	E4407B	Agilent	MY45113816	1284	I	14-AUG-2010
RENTAL SA #1 (BROWN)	9kHz-26.5GHz	E4407B	Agilent	SG44210511	1510	I	10-FEB-2010
LISNS/MEASUREMENT PROBES							
	RANGE	MN	MFR	SN	ASSET	CAT	CALIBRATION DUE
GREEN LISN	9kHz-50MHz	8012-50-R-24-BNC	SOLAR	0411658	00987	I	11-FEB-2010
RADIATED EMISSIONS SITES		FCC CODE	IC CODE	VCCI CODE	CAT	CALIBRATION DUE	
EMI CHAMBER 2		719150	2762A-7	R-3033	I	15-FEB-2011	
CONDUCTED TEST SITES (MAINS / TELCO)		FCC CODE	VCCI CODE	CAT	CALIBRATION DUE		
CEMI 4		719150	C-3363, T-1578	III	NA		
CHAMBERS AND STRIPLINE							
	MN	MFR	SN	ASSET	CAT	CALIBRATION DUE	
ENVIRONMENTAL (SAFETY)	ECL5	B-M-A INC.	2041	00029	I	23-APR-2010	
ENVIRONMENTAL (SAFETY)	SGTH-31S	B-M-A INC.	2245	00321	I	23-APR-2010	
PREAMPS / COUPLERS ATTENUATORS / FILTERS							
	RANGE	MN	MFR	SN	ASSET	CAT	CALIBRATION DUE
BLACK	0.009-2000MHz	ZFL-1000-LN	CS	N/A	00799	II	06-NOV-2010
ANTENNAS							
	RANGE	MN	MFR	SN	ASSET	CAT	CALIBRATION DUE
RED-WHITE BILOG	30-2000MHz	JB1	SUNOL	A091604-1	01105	I	17 DEC-2010
SMALL LOOP	10kHz-30MHz	PLA-130/A	ARA	1024	00755	I	05-MAR-2010
METEOROLOGICAL METERS							
	MN	MFR	SN	ASSET	CAT	CALIBRATION DUE	
WEATHER CLOCK (PRESSURE ONLY)	BA928	OREGON SCIENTIFIC	C3166-1	00831	I	17-MAR-2011	
CEMI4 THERMOHYGROMETER	35519-044	CONTROL COMPANY	72457728	1339	II	18-AUG-2011	
CHAMBER2 THERMOHYGROMETER	35519-044	CONTROL COMPANY	72457639	1347	II	18-AUG-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.

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