



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

Report No EK0169-1

Client Powercast Corporation

Address 566 Alpha Drive

Pittsburgh, PA 15238

Phone 412-436-4077

> FCC ID YESTX91501 IC ID 8985A-TX91501 FRN 0019814789

Equipment Type DSS

Equipment Code | Digital Spread Spectrum Transmitter

FCC/IC Rule Parts 47 CFR 15.247, RSS 210 issue 7 and RSS GEN issue 2

Test Dates | May 14, 2010 & July 6, 2010

Prepared by

Mut Barman - Test Engineer

Authorized by

Mairaj Hussain – EMC Supervisor

Issue Date

9/23/2010

Conditions of Issue

This Test Report is issued subject to the conditions stated in the 'Conditions of Testing' section on page 31 of this report.





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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 15.247 and RSS-210. The product is the Powercast Transmitter. It is a transmitter that operates in the range 902-928MHz.

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

The EUT does not have a receive mode.

### Test Methodology

Radiated emission and AC Line conducted testing for 47 CFR Part 15.247 compliance was performed according to FCC test procedure for DTS published March 23, 2005. Radiated Emissions were maximized by rotating the device around three orthogonal axes as well as varying the test antenna's height and polarity. The device antenna cannot be maximized separately.

The EUT is an intentional radiator that sends data and power to nearby devices. The EUT can send commands and identification data. The RF signal produced by EUT is DSSS with a fixed center frequency of 915MHz, and data is included by the EUT using ASK modulation. The maximum data rate is 16.67kbps. The EUT has a factory programmable data rate and power level, and it is not user adjustable. The EUT was tested at the minimum (no data), mid (8.33kbps), and maximum (16.67kbps) data rates and at the minimum and maximum power setting

Conducted emission at the antenna port was performed, as required by rule section.

No duty cycle correction factor was needed, therefore it was not measured

The EUT operating voltage is 5Vdc through an AC/DC power supply powered at 110Vac 60Hz.

The EUT operates only on channel centered at 915MHz.

The following bandwidths were used during radiated spurious and line conducted emissions.

Frequency	RBW	VBW
0.15-30MHz	9kHz	30kHz
30-1000MHz	120kHz	1MHz
1-25GHz	1MHz	3MHz

Release Control Record

Issue No. Reason for change Date Issued

1 Original Release September 28, 2010



ACCREDITED
Testing Cert. No. 1827.01

# Product Tested - Configuration Documentation

				<b>EUT Con</b>	figuratio	n				
Company Address:	Powercast C	rive PA 15238								
		MN			PN			SN		
EUT: Phihong Power Supply:		TX-915-01 PSAC05R-050						Sample #2 Sample #1		
EUT Description: EUT Tx Frequency:		ransmitter								
Support Equipment:		MN						SN		
none										
EUT Ports:										
Port Label	Port Type	No. of ports	No. Populated	Cable Type	Shielded	Ferrites	Length	Max Length	In/Out NEBS Type	Unpopulated Reason
AC Mains	AC	1	1	2-wire AC	no	none	1.5m	1.5m	indoor	·
	oftware / Operating Mode Description:  UT continues to transmit at 915MHz in different data rates									





# Statement of Conformity

The Powercast Transmitter has been found to conform to the following parts of 47 CFR and RSS 210 as detailed below:

RSS-GEN	RSS 210	Part 15	Comments
5.3		15.15(b)	There are no controls accessible to the user that varies the output power.
5.2		15.19	The label is shown in the label exhibit.
7.1.5		15.21	Information to the user is shown in the instruction manual exhibit.
		15.27	No special accessories are required for compliance.
		15.31	The EUT was tested in accordance with the measurement standards in this section.
		15.33	Frequency range was investigated according to this section, unless noted in specific rule section under which the equipment operates.
		15.35	The EUT emissions were measured using the measurement detector and bandwidth specified in this section, unless noted in specific rule section under which the equipment operates.
7.1.4		15.203	The antenna for this device is hardwired to the PCB.
	2.6	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.
7.2.2		15.207	EUT meets the AC Line conducted emissions requirements of 15.207.
	Annex 8	15.247	The unit complies with the requirements of 15.247
4.6.1			Occupied Bandwidth measurements were made.

### **Test Results**

### **Bandwidth**

### LIMIT

The minimum 6 dB bandwidth shall be at least 500 kHz. [15.247(a) (2)]

### **MEASUREMENTS / RESULTS**

Work Order: K0169

**Company: Powercast** 

Engineer: MH JDC

Date: 5/14/2010 9/2/2010

**EUT:** TX-915-01

EUT operating volatge and  $^{\rm 110V}\,\rm ac$ 

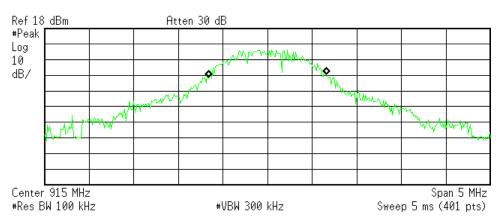
frequency: 60Hz

Temp: 24.6°C Humidity: 48% Pressure: 1012mbar Temp: 25.6°C Humidity: 41% Pressure: 1010mbar

Mode	Frequency	Reading	Minimum Required	Pass/Fail
	(MHz)	(MHz)	(MHz)	
8.33kbps	915	0.820693	0.5	Pass
16.67kbps	915	0.760021	0.5	Pass
No data	915	0.807	0.5	Pass

### **8.33kbps**

\* Agilent 17:47:59 May 14, 2010



Occupied Bandwidth 1.3209 MHz

Occ BW % Pwr 99.00 % x dB -6.00 dB

R T

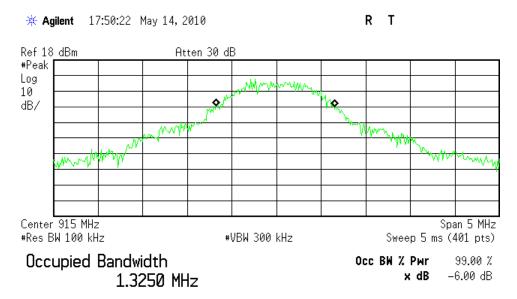
Transmit Freq Error 919.792 Hz x dB Bandwidth 820.693 kHz\*

C:temp.gif file saved





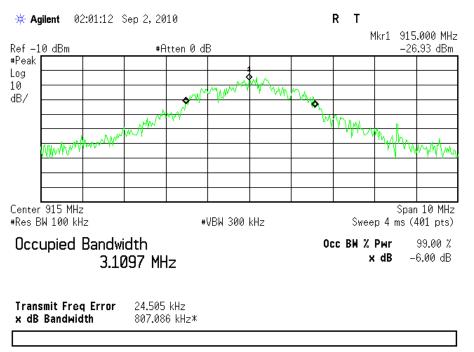
### 16.67kbps



Transmit Freq Error -15.172 kHz x dB Bandwidth 760.021 kHz\*

C:temp.gif file saved

### No Data Mode





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### Peak Power

#### LIMIT

Conducted Output Power 1 Watt [15.247(b) (3)]

EUT antenna gain is 8.343dBi

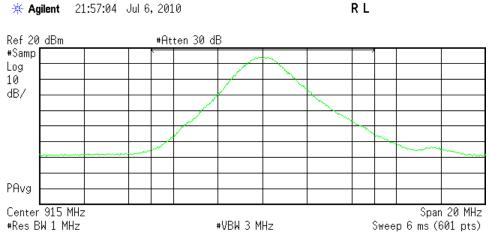
### **MEASUREMENTS / RESULTS**

### **High Power Setting**

Date: 06-Jul-10 Company: Powercast								Work Order: K0169					
Engineer:	TT		EUT Desc:	TX-915-01				EUT Operating Voltage/Frequency: 120Vac 60H					
Temp:	24.5℃		Humidity:	44%		Pressure:	1014mBar	Bar					
	Freque	ency Range:	915MHz							Measurement Distance: (	Conductive		
Notes:	RBW = 1MHz Sample Detect		Peak Outpu	t Power Option	2, Metho	od 1				1 Watt = 30 dBm			
	Attenuator Adjusted					FCC 15.247 (b) (3)							
	Frequency	Reading		Factor		Reading	Limit	Margin	Result	Limit	Margin	Result	
	(MHz)	(dBm)		(dB/m)		(dBm)	(dBµV/m)	(dB)	(Pass/Fail)	(dBm)	(dB)	(Pass/Fail)	
8.33kbps (orange led)	915.0	14.87		8.87		23.74				27.657	-3.917	Pass	
16.67kbps (red led)	915.0	15.46		8.87		24.33				27.657	-3.327	Pass	
No Data (green led)							27.657	-1.357	Pass				
Table Result:		Pass	by	-1.4	dB					Worst Freq:	915.0	MHz	

### **PLOTS**

### 8.33kbps mode - Orange LED



**Channel Power** 

**Power Spectral Density** 

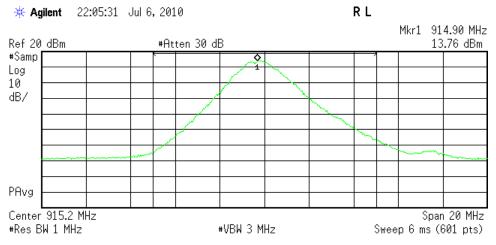
14.87 dBm /10.0000 MHz

-55.13 dBm/Hz





### 16.67kbps - Red LED



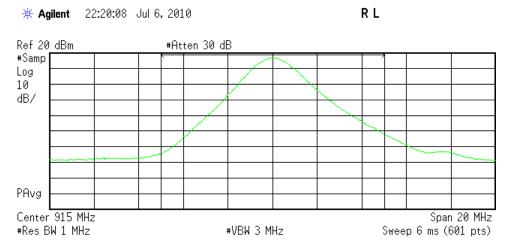
**Channel Power** 

15.46 dBm /10.0000 MHz

**Power Spectral Density** 

-54.54 dBm/Hz

### No Data mode - Green LED



**Channel Power** 

**Power Spectral Density** 

17.43 dBm /10.0000 MHz

-52.57 dBm/Hz



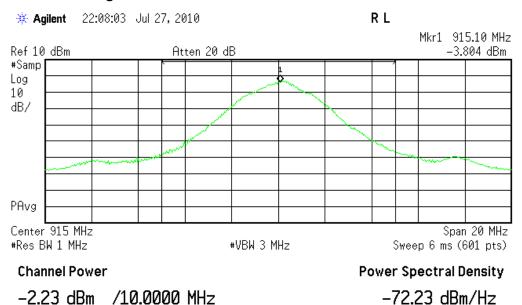
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Tables Cost No. 1627 of

### **Low Power Setting**

Date:	27-Jul-10		Company:	Powercast						Work Order: K0169				
Engineer:	Tuyen Truong		EUT Desc:	TX-915-01 wi	th Low Po	wer Setting	etting EUT Operating Voltage/Frequency: 120Vac 60							
Temp:	24.1℃		Humidity: 41% Pressure: 885 mBar					3ar						
	Freque	ncy Range:	915MHz						N	Measurement Distance:	Conductive			
	RBW = 1MHz Sample Detect	or	1 Watt = 30 dBm											
				Attenuator		Adjusted					FCC 15.247 (b) (3)			
	Frequency (MHz)	Reading (dBm)		Factor (dB/m)		Reading (dBm)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBm)	Margin (dB)	Result (Pass/Fail)		
33kbps (orange led) 16.67kbps (red led) No Data (green led)	13kbps (orange led) 915.0 -2.23 6.67kbps (red led) 915.0 -1.75			8.87 8.87 8.87		6.64 7.12 8.7				27.657 27.657 27.657	-21.017 -20.537 -18.96	Pass Pass Pass		
Table Result: Pass by				-19.0	dB					Worst Freq:	915.0	MHz		

### **PLOTS**

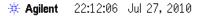
### 8.33kbps mode - Orange LED



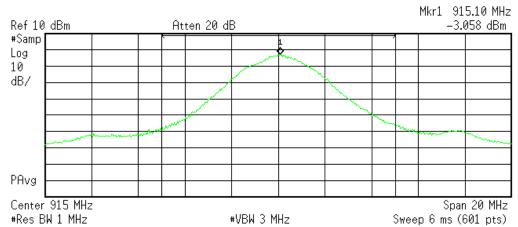




### 16.67kbps - Red LED



RL



### **Channel Power**

**Power Spectral Density** 

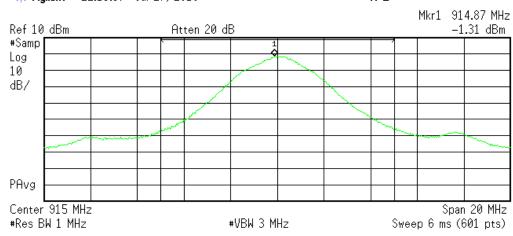
-1.75 dBm /10.0000 MHz

-71.75 dBm/Hz

### No Data mode - Green LED

Agilent 22:13:37 Jul 27, 2010

R L



**Channel Power** 

**Power Spectral Density** 

-0.17 dBm /10.0000 MHz

-70.17 dBm/Hz





## **Band Edge Measurements**

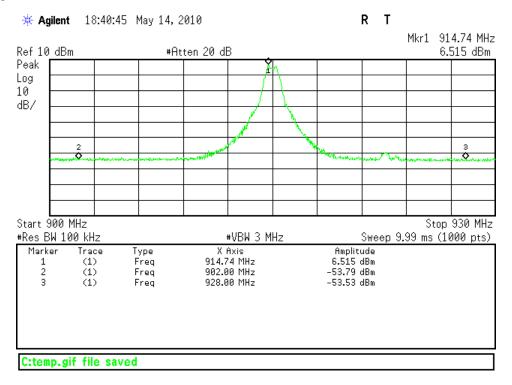
#### **LIMITS**

Radiated emissions which fall in the restricted bands, as defined in Section 15.205(a), must also comply with the radiated emission limits specified in Section 15.209(a). [15.247(d)]

### **MEASUREMENTS / RESULTS**

### **High Power Setting**

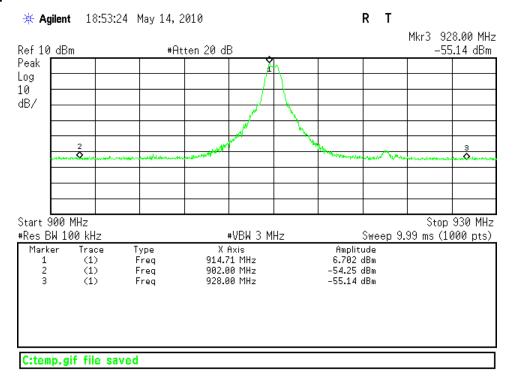
### 8.33kbps







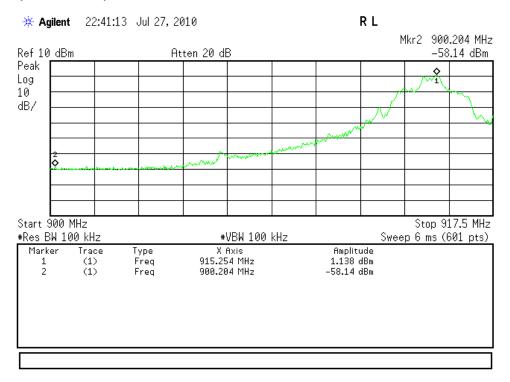
### 16.67kbps



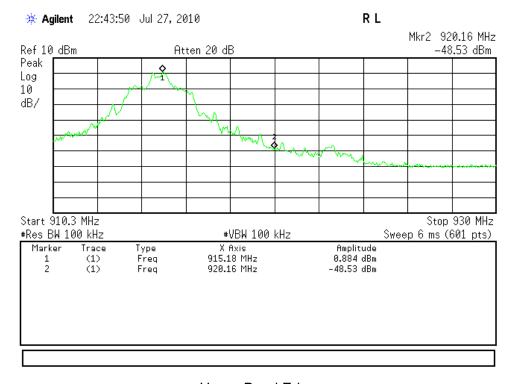




## Low Power Setting 16.67kbps (Worst Case)



### Lower Band Edge



Upper Band Edge



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# Radiated Spurious Emissions

### **LIMITS**

Radiated emissions which fall in the restricted bands, as defined in Section 15.205(a), must also comply with the radiated emission limits specified in Section 15.209(a). [15.247(d)]

### **MEASUREMENTS / RESULTS**

Date:	14-May-10		Company:	Powercast							Work Order:	K0169	
Engineer:	AC		EUT Desc:	TX-915-01						EUT Operating Voltage/Frequency: 110V/60Hz			
Temp:	25.4℃		Humidity:	22%		Pressure:	1005mBar						
	Freque	ency Range:	30-1000MH	Hz					М	easurement Distance: 3 m	1		
Notes:	RBW: 120kHz;	; VBW:300kH	łz							EUT Max Freq: 915	MHz		
Antenna			Preamp	Antenna	Cable	Adjusted					FCC Class B		
Polarization (H / V)	Frequency (MHz)	Reading (dBµV)	Factor (dB)	Factor (dB/m)	Factor (dB)	Reading (dBµV/m)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	
Emissions Fo	ound												
Tab	le Result:	Pass	by		dB					Worst Freq:		MHz	
iab	Test Site: EMI Chamber 1 Cable 1: Asset #1505 Analyzer: Gold Preamp: Red							Cable 3: Preselector:					

Date: Engineer:	14-May-10 MH			Company: EUT Desc:								Work Order: K0169 EUT Operating Voltage/Frequency: 110V/60Hz			
Temp:	25.4℃			Humidity:	22%			Pressure:	1005mBar			· · · · · · · · · · · · · · · · · · ·			
		Freque	ency Range:	1 - 10GHz								Measurement Distance:	3 m		
	Restricted ban RBW: 1MHz; \		and 30Hz									EUT Max Freq:	915 MHz		
Antenna		Peak	Average	Preamp	Antenna	Cable	Adjusted	Adjusted	FCC Cla	ss B High Freque	ncy - Peak	FCC Cla	ss B High Frequency -	Average	
Polarization (H / V)	Frequency (MHz)	Reading (dBµV)	Reading (dBµV)	Factor (dB)	Factor (dB/m)	Factor (dB)	Peak Reading (dBµV/m)	Avg Reading (dBµV/m)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	
Н	3661.0	43.7	35.7	21.5	31.9	3.6	57.7	49.7	74.0	-16.3	Pass	54.0	-4.3	Pass	
	le Result:		Pass	by	-4.3	dB						Worst Frea:	3661.0	MHz	
Tab	ie nesuit.														





# **Conducted Spurious Emissions**

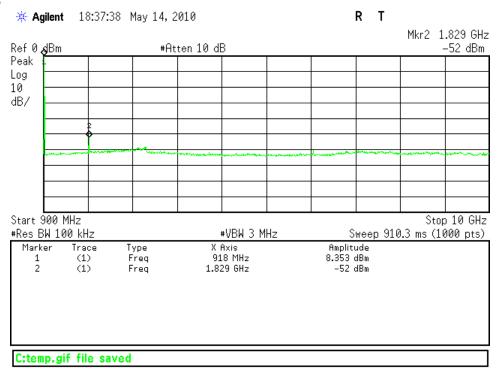
### **LIMITS**

In any 100kHz bandwidth outside the frequency band in which the spread spectrum or digitally modulated intentional radiator is operating, the radio frequency power that is produced by the intentional radiator shall be at least 20dB below that in the 100kHz bandwidth that contains the highest level of desired power...
[15.247(d)]

#### **MEASUREMENTS / RESULTS**

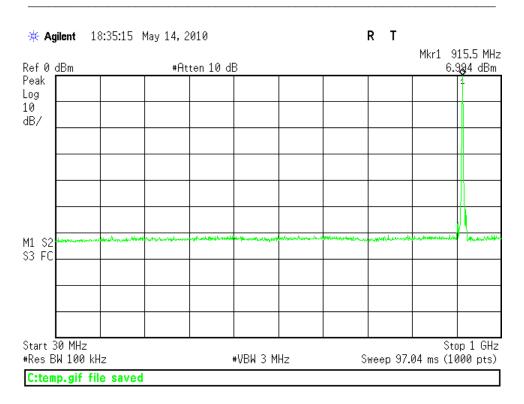
### **High Power Setting**

### **8.33kbps**

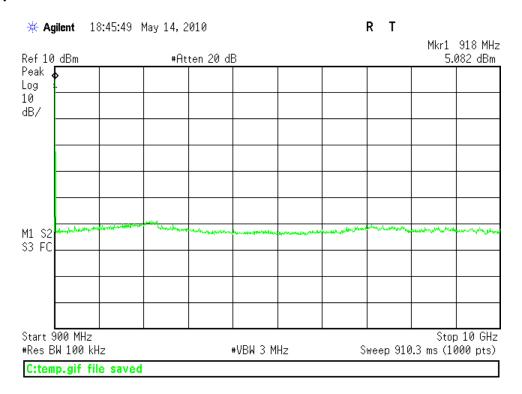








### 16.67kbps



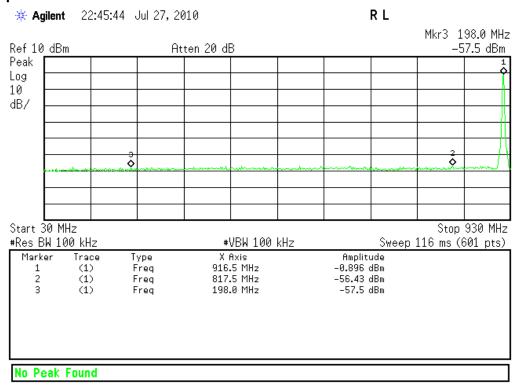


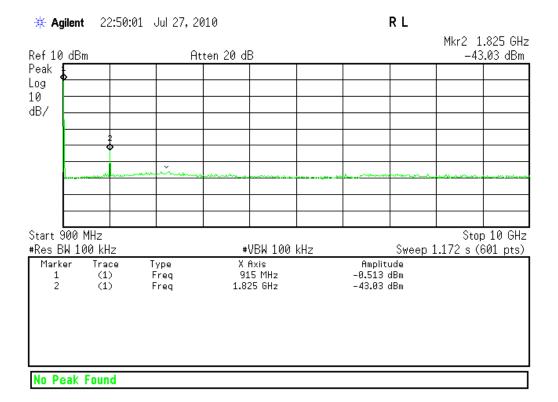
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\* Agilent 18:43:43 May 14, 2010 R T Mkr1 914.6 MHz Ref 10 dBm #Atten 20 dB 6.255 dBm Peak Log 10 dB/ M1 S2 S3 FC Start 30 MHz Stop 1 GHz #Res BW 100 kHz #VBW 3 MHz Sweep 97.04 ms (1000 pts) C:temp.gif file saved



# Low Power Setting 16.67 kbps









# **Power Spectral Density**

### LIMIT

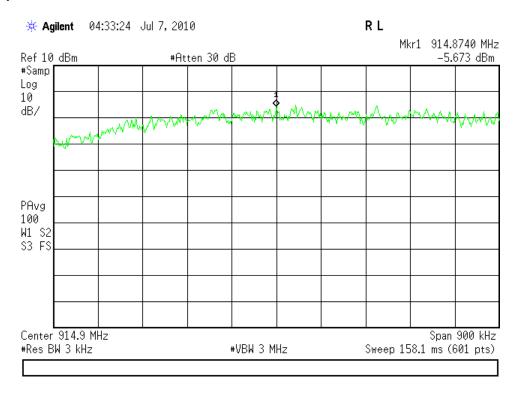
...the power spectral density conducted from the intentional radiator to the antenna shall not be greater than 8dBm in any 3kHz band during any time interval of continuous transmission. [15.247(e)]

# MEASUREMENTS / RESULTS High Power Setting

Date	: 06-Jul-10		Company:	Powercast				Work Order: K0169					
Engineer	r: TT		EUT Desc:	TX-915-01		EUT Operating Voltage/Frequency: 120Vac 60							
Temp	: 24.5℃		Humidity:	44%		Pressure:	sure: 1014mBar						
	Freque	ency Range:	915MHz							Measurement Distance:	Conductive		
Notes	Notes: RBW = 3kHz Span = 900kHz PSD Option 2 Sample Detector Power Average Mode												
				Attenuator		Adjusted				FCC 15.247 (e)			
	Frequency (MHz)	Reading (dBm)		Factor (dB/m)		Reading (dBm)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBm)	Margin (dB)	Result (Pass/Fail)	
No Data (green led)	914.874	-1.962		8.87		6.908				8.0	-1.092	Pass	
8.33kbps (orange led)	914.874 914.874	-5.472 -5.673		8.87 8.87		3.398 3.197				8.0 8.0	-4.602 -4.803	Pass Pass	

### **PLOTS**

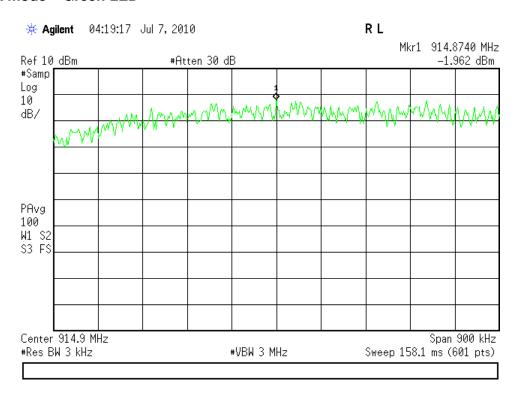
### 16.67 kbps - RED led



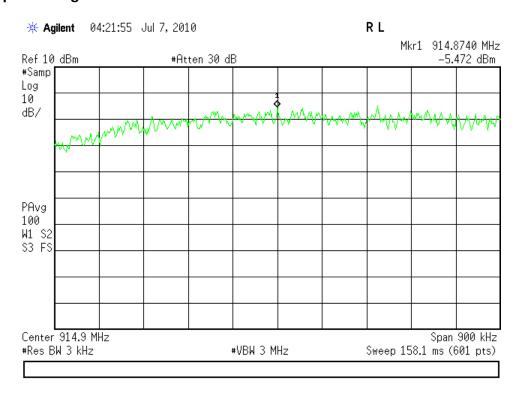




### No Data mode - Green LED



### 8.33 kbps - Orange LED





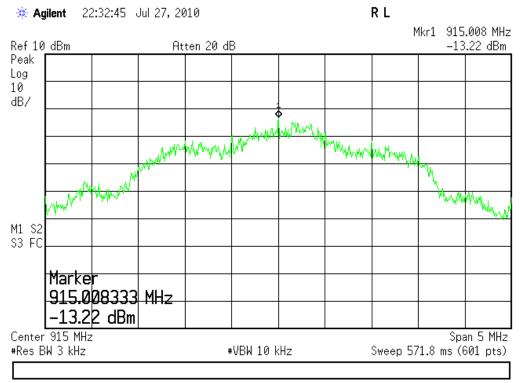


### **Low Power Setting**

ower Spectral	Density											
Date	: 27-Jul-10		Company	: Powercast							Work Order:	: K0169
Engineer	: Tuyen Truong		<b>EUT Desc</b>	: TX-915-01 wi	ith Low Po	ower Setting			EUT Operating	EUT Operating Voltage/Frequency: 120Vac 60Hz		
Temp	: 24.1 °C		Humidity	: 41%		Pressure:	885 mBar					
	Freque	ency Range:	915MHz							Measurement Distance: Co	onductive	
Notes	: RBW = 3kHz	Sp	an = 5 MH:	z								
	Peak Detector		Power Ave	erage Mode								
				Attenuator		Adjusted					FCC 15.247 (e)	
	Frequency	Reading		Factor		Reading	Limit	Margin	Result	Limit	Margin	Result
	(MHz)	(dBm)		(dB/m)		(dBm)	(dBµV/m)	(dB)	(Pass/Fail)	(dBm)	(dB)	(Pass/Fail)
No Data (green led)	914.874	-13.36		8.87		-4.49				8.0	-12.49	Pass
8.33kbps (orange led)	914.874	-13.44		8.87		-4.57				8.0	-12.57	Pass
16.67kbps (red led)	914.874	-13.22		8.87		-4.35				8.0	-12.35	Pass
Tal	Table Result: Pass by -12									Worst Freq:	915.0	MHz
Test Site	: EMC4 : Asset #1491											

### **PLOTS**

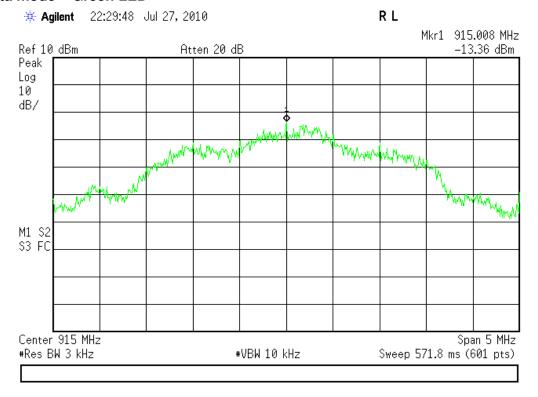
### 16.67 kbps - RED led



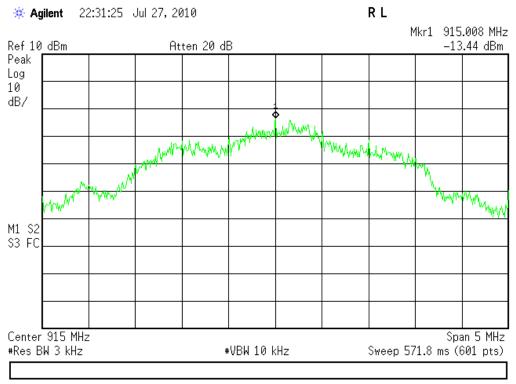




### No Data mode - Green LED



### 8.33 kbps - Orange LED





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# AC Line Conducted Emissions LIMITS

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

<sup>\*</sup>Decreases with the logarithm of the frequency.

[47 CFR 15.207(a)]

### **MEASUREMENTS / RESULTS**

Date: 14-May-10			Company: Powercast			Work Order: K0169					
Engineer: MH			<b>EUT Desc:</b> TX-915-01			Test Site: cemi3					
	Temp: 24.1 °C			Humidity: 26%			Pressure: mBar				
Notes:											
Measure	ment Device:	Red LISN				EUT Operating Voltage/Frequency: 110V/60Hz					
Bange:	0.15-30MHz						Snectr	um Analyzer:	Red		
nange.	riange: 0.10 00mm2				Impedance	FCC/0	CISPR B	FCC/CISPR B			
	Q.P. Readings				Factor	1			Overall		
Frequency	QP1	QP2	AV1	AV2		qp Limit	qp Margin	AVE Limit	AVE Margin	Result	
(MHz)	(dBµV)	(dBµV)	(dBµV)	(dBµV)	(dB)	(dBμV)	dB	(dBµV)	dB	(Pass/Fa	
0.19	21.6	22.2	20.4	18.2	20.3	63.9	-21.4	53.9	-13.2	Pass	
0.54	16.0	24.7	6.0	12.5	20.2	56.0	-11.1	46.0	-13.3	Pass	
1.66	11.0	15.9	3.4	8.5	20.2	56.0	-19.9	46.0	-17.3	Pass	
12.96	10.9	14.7	2.1	6.5	20.4	60.0	-24.9	50.0	-23.1	Pass	
14.16	12.8	16.9	5.6	9.0	20.4	60.0	-22.7	50.0	-20.6	Pass	
14.75	14.2	16.1	5.6	8.9	20.4	60.0	-23.5	50.0	-20.7	Pass	





### Voltage Variations

### REQUIREMENT

Measurements of the variation of the input power or the radiated signal level of the fundamental frequency component of the emission, as appropriate, shall be performed with the supply voltage varied between 85% and 115% of the nominal rated supply voltage. For battery powered equipment, the equipment tests shall be performed using a new battery. [15.31(e)]

### **MEASUREMENTS / RESULTS**

Voltage Variations FCC 15.31 (e)

85% and 115% of nominal voltage

Test Engineer: Matthew Burman Spectrum Analyzer: Asset #1491 Fluke Multimeter: Asset #974 RBW: 100kHz

Span: 5MHz

Conductive Readings

Site: EMC 4 Temp: 25.4°C Humidity: 44%

Pressure: 1015mbar

Voltage	Center Frequency	Peak Power	Deviation
(Vac)	(MHz)	(dBm)	(kHz)
120Vac 60Hz 138Vac 60Hz	914.863	10.400	
138Vac 60Hz	914.863	10.410	0.000
102Vac 60Hz	914.863	10.400	0.000



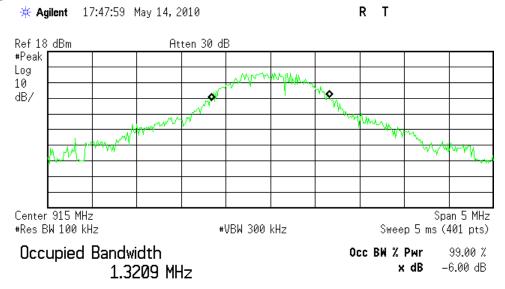


# Occupied Bandwidth

### **REQUIREMENT**

When an occupied bandwidth is no specified in the applicable RSS, the transmitted signal bandwidth to be reported is to be its 99% emission bandwidth, as calculated or measured. [RSS-GEN 4.6.1]

### 8.33kbps



Transmit Freq Error 919.792 Hz x dB Bandwidth 820.693 kHz\*

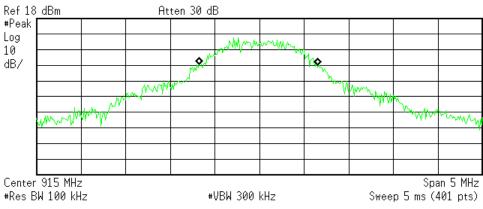
C:temp.gif file saved





16.67kbps





Occupied Bandwidth 1.3250 MHz Occ BW % Pwr 99.00 % x dB -6.00 dB

Transmit Freq Error -15.172 kHz x dB Bandwidth 760.021 kHz\*

C:temp.gif file saved



### Measurement Uncertainty

The listed uncertainties are the worst case uncertainty for the entire range of measurement. Please note that the uncertainty values are provided for informational purposes only and are not used in determining the PASS/FAIL results.

Measurement	Expanded Uncertainty k=2	Maximum allowable uncertainty
Radiated Emissions (30-1000MHz) NIST	5.6dB	N/A
CISPR	4.6dB	5.2dB (Ucispr)
Radiated Emissions (1-26.5GHz)	4.6dB	N/A
Radiated Emissions (above 26.5GHz)	4.9dB	N/A
Magnetic Radiated Emissions  Conducted Emissions	5.6dB	N/A
Conducted Emissions NIST CISPR	3.9dB 3.6dB	N/A 3.6dB (Ucispr)
Telco Conducted Emissions (Current)	2.9dB	N/A
Telco Conducted Emissions (Voltage)	4.4dB	N/A
Electrostatic Discharge	11.5%	N/A
Radiated RF Immunity (Uniform Field)	1.6dB	N/A
Electrical Fast Transients	23.1%	N/A
Surge	23.1%	N/A
Conducted RF Immunity	3dB	N/A
Magnetic Immunity	12.8%	N/A
Dips and Interrupts	2.3V	N/A
Harmonics	3.5%	N/A
Flicker	3.5%	N/A
Radio frequency (@ 2.4GHz)	3.23 x 10 <sup>-8</sup>	1 x 10 <sup>-7</sup>
RF power, conducted	0.40dB	0.75dB
Maximum frequency deviation:  • Within 300Hz and 6kHz of audio frequency / Within 6kHz and 25kHz of audio frequency	3.4% 0.3dB	5% 3dB
Adjacent channel power	1.9dB	3dB
Conducted spurious emission of transmitter, valid up to 12.75GHz	2.39dB	3dB
Conducted emission of receivers	1.3dB	3dB
Radiated emission of transmitter, valid up to 26.5GHz	3.9dB	6dB
Radiated emission of transmitter, valid up to 80GHz	3.3dB	6dB
Radiated emission of receiver, valid up to 26.5GHz	3.9dB	6dB
Radiated emission of receiver, valid up to 80GHz	3.3dB	6dB
Humidity	2.37%	5%
Temperature	0.7℃	1.0℃
Time	4.1%	10%
RF Power Density, Conducted	0.4dB	3dB
DC and low frequency voltages	1.3%	3%
Voltage (AC, <10kHz)	1.3%	2%
Voltage (DC)	0.62%	1%
The above reflects a 95% confidence level		



ACCREDITED
Testing Cert No. 1827-01

# Test Equipment Used

Rev: 7-Jul-2010							
Spectrum Analyzers / Receivers / Preselectors	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Red	9kHz-1.8GHz	8591E	Agilent	3441A03559	24	- 1	10-Mar-2011
Gold	100Hz-26.5 GHz	E4407B	Agilent	MY45113816	1284	- 1	9-Apr-2011
Rental SA #5	9kHz-26.5 GHz	E4407B	Agilent	MY44220066	1491	1	11-Feb-2011
LISNs/Measurement Probes	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Red LISN	9kHz-50MHz	8012-50-R-24-BNC	Solar	956348	753	I	19-Jul-2010
Radiated Emissions Sites	FCC Code	IC Code	VCCI Code			Cat	Calibration Due
EMI Chamber 1	719150	2762A-6	R-3032, G-106			I	15-Feb-2011
Conducted Test Sites (Mains / Telco)	FCC Code		VCCI Code			Cat	Calibration Due
CEMI 3	719150		C-3362, T-1577			Ш	NA
Preamps /Couplers Attenuators / Filters	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Red	0.009-2000MHz	ZFL-1000-LN	CS	N/A	798	Ш	6-Apr-2011
Brown	1-18GHz	CS	CS	N/A	1523	II	17-Jul-2010
Antennas	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Red-Brown Bilog	30-2000MHz	JB1	Sunol	A0032406	1218	- 1	11-Aug-2010
Orange Horn	1-18GHz	3115	EMCO	0004-6123	390	- 1	19-Jun-2011
RMS Voltmeters/Current Clamp		MN	Mnfr	SN	Asset	Cat	Calibration Due
True-RMS Multimeter		177	Fluke	83390025	974	1	2-Apr-2012
Meteorological Meters		MN	Mfr	SN	Asset	Cat	Calibration Due
Temp./Humidity/Atm. Pressure Gauge		7400 Perception II	Davis	N/A	965	1	6-Apr-2011
CEMI3 Thermohygrometer		35519-044	Control Company	72457729	1338	Ш	18-Aug-2011
CHAMBER1 Thermohygrometer		35519-044	Control Company	72457642	1345	Ш	18-Aug-2011
EMC4 Thermohygrometer		35519-044	Control Company	90823028	1496	Ш	20-Mar-2011

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





### **Product Documentation**

The following documentation has been provided by the client for inclusion in this report.





### 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 were 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.

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