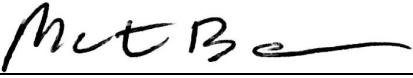
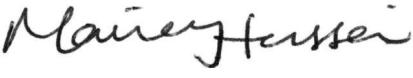




BUREAU
VERITAS

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Test Report

Report No	EK1442-2
Client	UltraClenz, LLC
Address	1440 W. Indiantown Rd. Suite 350 Jupiter, FL 33458
Phone	561-840-8405
Items tested	Tag Assembly
FCC ID	Z9O-FAS1503
FRN	0021282710
Equipment Type	Security Device Transceiver
Equipment Code	DSR
FCC Rule Parts	47 CFR 15.231(a)
Test Dates	December 22, 2010, April 30, 2012
Results	As detailed within this report
Prepared by	 Matthew Burman – Test Engineer
Authorized by	 Mairaj Hussain – EMC Supervisor
Issue Date	June 13, 2012
Conditions of Issue	This Test Report is issued subject to the conditions stated in the 'Conditions of Testing' section on page 12 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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Form Final Report REV 7-20-07 (DW)



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Summary

This test report supports an application for certification of a transmitter operating pursuant to 47 CFR 15.231(a). The product is the Tag Assembly. The operating frequency is 433.9MHz. It is powered by +3Vdc Coin cell batteries. Line Conducted Emissions was not performed.

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

Test Methodology

Testing was performed according to ANSI C63.4-2003 and ANSI C63.10-2009. Radiated emissions were maximized by rotating the device around its three orthogonal axes, as well as varying the test antenna's height and polarity. The EUT's antenna cannot be maximized separately. Fresh batteries were used for testing.

Frequency range investigated: 30MHz – 4.5GHz

Measurement distance: 30-4500MHz 3m

Release Control Record

Issue No. 1 Reason for change Original Release

Date Issued



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Product Tested - Configuration Documentation

EUT Configuration								
Work Order: K1442								
Company: UltraClenz, LLC								
Company Address: 1440 W. Indiantown Rd. Suite 350								
Jupiter, FL 33458								
Contact: Marina Willis								
EUT								
MN							SN	
EUT:	FAS-1503-00						Sample 1	
EUT Description: Tag Assembly								
EUT Tx Frequency: 433.9MHz								
Support Equipment:								
MN							SN	
none	---						---	
EUT Ports:								
Port Label	Port Type	No. of ports	No.	Populated	Cable Type	Shielded	Ferrites	Max Length
								In/Out
								NEBS Type
No Cables Are Under Test								
Software / Operating Mode Description:								
EUT continues to transmit								



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Testing Cert. No. 1627-01

Test Results

Fundamental Emission LIMIT

<i>Fundamental Frequency</i>	<i>Field Strength of Fundamental (microvolts/meter)</i>	<i>Field Strength of Spurious Emission (microvolts/meter)</i>
260-470MHz	3,750 to 12,500	375 to 1,250
[15.231(a)]		

Average Limit[dB μ V/m] = 20log(41.6667(F[in MHz]) – 7083.3333) @ 3m

Example Calculation: 20log(41.6667(433.9) – 7083.3333) = **80.8dB μ V/m @ 3m**

MEASUREMENT

Fundamental Field Strength										Work Order: K1442																																									
Date: 22-Dec-10										EUT Operating Voltage/Frequency: Battery Powered																																									
Engineer: Matthew Burman																																																			
Temp: 19.7°C																																																			
Humidity: 23%																																																			
Pressure: 997mBar																																																			
Frequency Range: 433MHz										Measurement Distance: 3 m																																									
Notes: Worst case 100ms duty cycle = 2% DDCF = -33.9																																																			
<table border="1"> <thead> <tr> <th>Antenna Polarization (H / V)</th> <th>Frequency (MHz)</th> <th>Reading (dBμV)</th> <th>Preamp Factor (dB)</th> <th>Antenna Factor (dB/m)</th> <th>Cable Factor (dB)</th> <th>Adjusted Reading (dBμV/m)</th> <th>Limit (dBμV/m)</th> <th>Margin (dB)</th> <th>Result (Pass/Fail)</th> <th>Limit (dBμV/m)</th> <th>Margin (dB)</th> <th>Result (Pass/Fail)</th> </tr> </thead> <tbody> <tr> <td>Hpk</td> <td>433.9</td> <td>72.6</td> <td>0.0</td> <td>17.0</td> <td>3.2</td> <td>92.8</td> <td>---</td> <td>---</td> <td>---</td> <td>100.8</td> <td>-8.0</td> <td>Pass</td> </tr> <tr> <td>Havg</td> <td>433.9</td> <td>38.7</td> <td>0.0</td> <td>17.0</td> <td>3.2</td> <td>58.9</td> <td>---</td> <td>---</td> <td>---</td> <td>80.8</td> <td>-21.9</td> <td>Pass</td> </tr> </tbody> </table>										Antenna Polarization (H / V)	Frequency (MHz)	Reading (dB μ V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dB μ V/m)	Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)	Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)	Hpk	433.9	72.6	0.0	17.0	3.2	92.8	---	---	---	100.8	-8.0	Pass	Havg	433.9	38.7	0.0	17.0	3.2	58.9	---	---	---	80.8	-21.9	Pass	FCC 15.231(a)		
Antenna Polarization (H / V)	Frequency (MHz)	Reading (dB μ V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dB μ V/m)	Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)	Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)																																							
Hpk	433.9	72.6	0.0	17.0	3.2	92.8	---	---	---	100.8	-8.0	Pass																																							
Havg	433.9	38.7	0.0	17.0	3.2	58.9	---	---	---	80.8	-21.9	Pass																																							
Table Result: Pass by -8.3 dB										Worst Freq: 434.035 MHz																																									
Test Site: 1DCC-OATS-3M-I										Cable 1: EMR-14																																									
Analyzer: Rental SA#1										Cable 2: ---																																									
Preamp: none										Antenna: Grn-Red																																									
Cable 3: ---										Preselector: ---																																									

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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
Radiated Emissions Sites	FCC Code	IC Code	VCCI Code		Cat	Calibration Due	
1DCC-OATS-3M-I	719150	2762A-8	R-3109		II	7-Jul-2011	
Antennas	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Green-Red Bilog	30-2000MHz	CBL6112B	Chase	2435	990	I	30-Jun-2012
Meteorological Meters	MN	Mfr	SN	Asset	Cat	Calibration Due	
Temp./Humidity/Atm. Pressure Gauge	7400 Perception II	Davis	N/A	965	I	6-Apr-2011	
1DCC-OATS-3M-I Thermohygrometer	35519-044	Control Company	72457635	1334	II	18-Aug-2011	
Cables	Range	Mfr		Cat	Calibration Due		
REMI-14	9kHz - 2GHz	C-S		II	17-Sep-2011		

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



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Bandwidth

LIMIT

"The bandwidth of the emission shall be no wider than 0.25% of the center frequency for devices operating above 70MHz and below 900MHz...Bandwidth is determined at the points 20dB down from the modulated carrier". [15.231(c)]

MEASUREMENTS / RESULTS

20dB Bandwidth										FCC 15.231©								
Date: 22-Dec-10 Engineer: Matthew Burman Temp: 19.7°C			Company: Ultraclenz EUT Desc: WINET Tag Assembly Humidity: 23%			Work Order: K1442 EUT Operating Voltage/Frequency: Battery Powered												
Frequency Range: 433MHz										Measurement Distance: 3 m								
Notes: Limit = 0.25% of center frequency																		
	Frequency (MHz)	Bandwidth (MHz)					---			Limit (MHz)	Margin (MHz)	Result (Pass/Fail)						
	433.0	0.550641					---	---	---	1.1	-0.5	Pass						
Test Site: 1DCC-OATS-3M-I Analyzer: Rental SA#1			Cable 1: EMIR-14 Preamp: none			Cable 2: --- Antenna: Grn-Red			Cable 3: --- Preselector: ---									

Rev: 20-Dec-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
Radiated Emissions Sites 1DCC-OATS-3M-I		FCC Code 719150	IC Code 2762A-8	VCCI Code R-3109			Cat II	Calibration Due 7-Jul-2011
Antennas Green-Red BiLog		Range 30-2000MHz	MN CBL6112B	Mfr Chase	SN 2435	Asset 990	Cat I	Calibration Due 30-Jun-2012
Meteorological Meters Temp./Humidity/Atm. Pressure Gauge 1DCC-OATS-3M-I Thermohygrometer		MN 7400 Perception II 35519-044	Mfr Davis Control Company	SN N/A 72457635	Asset 965 1334	Cat I II	Calibration Due 6-Apr-2011 18-Aug-2011	
Cables REMI-14		Range 9kHz - 2GHz		Mfr C-S			Cat II	Calibration Due 17-Sep-2011

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

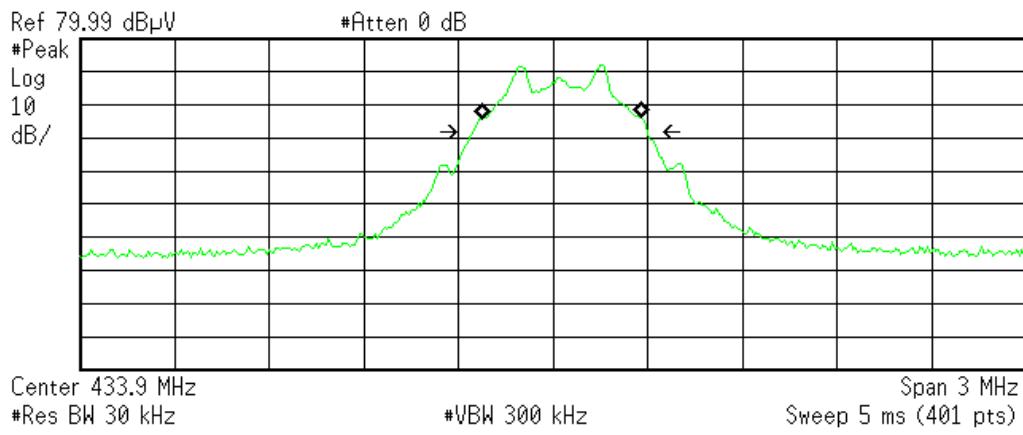


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Agilent 12:33:16 Dec 22, 2010

R T



Transmit Freq Error 24.718 kHz
x dB Bandwidth 550.841 kHz

C:\temp.gif file saved



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Harmonics and Spurious Emissions

LIMIT

Fundamental Frequency		Field Strength of Fundamental (microvolts/meter)	Field Strength of Spurious Emission (microvolts/meter)
260 - 470 MHz		3,750 to 12,500	375 to 1,250
[15.231(a)]			

Average Limit[dB μ V/m] = 20log(41.6667(F[in MHz]) – 7083.3333) – 20 @ 3m

Example Calculation: 20log(41.6667(433.9) – 7083.3333) – 20 = 60.8dB μ V/m @ 3m

MEASUREMENTS

Radiated Emissions Table

Radiated Emissions Table							Work Order: K1442			
Date: 22-Dec-10 Engineer: Matthew Burman Temp: 19.7°C							EUT Operating Voltage/Frequency: Battery Powered			
Company: UltraClenz EUT Desc: WINET Tag Assembly Humidity: 23%										
Pressure: 997mBar										
Frequency Range: 30-1000MHz							Measurement Distance: 3 m			
Notes: Worst case 100ms duty cycle = 2% DDCF = -33.9										
Antenna Polarization (H / V)			Frequency (MHz)	Reading (dB μ V)	Preamp Factor (dB)	Antenna Factor (dB)	Cable Factor (dB)	Adjusted Reading (dB μ V/m)	---	
								Limit (dB μ V/m)	Margin (dB)	
Hpk			868.07	32.0	25.5	21.4	4.7	32.6	---	
Havg			868.07	32.0	25.5	21.4	4.7	32.6	---	
								---	---	
								60.8	-28.2	
								60.8	-28.2	
									Pass	
									Pass	
Table Result: Pass by -28.2 dB							Worst Freq: 868.07 MHz			
Test Site: 1DCC-OATS-3M-I			Cable 1: EMR-14			Cable 2: ---			Cable 3: ---	
Analyzer: Rental SA#1			Preamp: Red-White			Antenna: Grn-Red			Preselector: ---	

Rev: 20-Dec-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
Radiated Emissions Sites	1DCC-OATS-3M-I	FCC Code	IC Code	VCCI Code			Cat	Calibration Due
		719150	2762A-8	R-3109			II	7-Jul-2011
Preamps /Couplers Attenuators / Filters	Red-White	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Red-White		0.009-2000MHz	ZFL-1000-LN	CS	N/A	1258	II	15-Sep-2011
Antennas	Green-Red Bilog	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Green-Red Bilog		30-2000MHz	CBL6112B	Chase	2435	990	I	30-Jun-2012
Meteorological Meters	Temp./Humidity/Atm. Pressure Gauge 1DCC-OATS-3M-I Thermohygrometer	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
		7400 Perception II 35519-044	Davis Control Company	N/A	965 72457635	1334	I II	6-Apr-2011 18-Aug-2011
Cables	REMI-14	Range	Mfr			Cat	Calibration Due	
REMI-14		9kHz - 2GHz	C-S			II	17-Sep-2011	

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

Radiated Emissions Table

Radiated Emissions Table							Work Order: K1442			
Date: 22-Dec-10 Engineer: Matthew Burman Temp: 19.7°C							EUT Operating Voltage/Frequency: Battery Powered			
Company: UltraClenz EUT Desc: WINET Tag Assembly Humidity: 23%										
Pressure: 997mBar										
Frequency Range: 30-1000MHz							Measurement Distance: 3 m			
Notes: No emissions found, noise floor Non-Intentional Radiator Emissions										
Antenna Polarization (H / V)			Frequency (MHz)	Reading (dB μ V)	Preamp Factor (dB)	Antenna Factor (dB)	Cable Factor (dB)	Adjusted Reading (dB μ V/m)	---	
								Limit (dB μ V/m)	Margin (dB)	
noise floor			216.5	32.6	25.6	10.5	2.1	19.6	---	
noise floor			412.4	28.9	25.5	17.1	3.0	23.5	---	
noise floor			525.9	25.5	25.5	18.2	3.5	21.7	---	
noise floor			610.4	24.6	25.0	19.3	3.8	22.7	---	
noise floor			793.2	23.3	25.1	20.6	4.5	23.3	---	
noise floor			920.0	26.6	25.0	21.8	4.9	28.3	---	
Table Result: Pass by -17.7 dB							Worst Freq: 920.0 MHz			
Test Site: 1DCC-OATS-3M-I			Cable 1: EMR-14			Cable 2: ---			Cable 3: ---	
Analyzer: Rental SA#1			Preamp: Red-White			Antenna: Grn-Red			Preselector: ---	



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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
Radiated Emissions Sites	1DCC-OATS-3M-I	FCC Code	IC Code	VCCI Code			Cat	Calibration Due
		719150	2762A-8	R-3109			II	7-Jul-2011
Preamps /Couplers Attenuators / Filters	Red-White	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
		0.009-2000MHz	ZFL-1000-LN	CS	N/A	1258	II	15-Sep-2011
Antennas	Green-Red BiLog	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
		30-2000MHz	CBL6112B	Chase	2435	990	I	30-Jun-2012
Meteorological Meters			MN	Mfr	SN	Asset	Cat	Calibration Due
Temp./Humidity/Atm. Pressure Gauge			7400 Perception II	Davis	N/A	965	I	6-Apr-2011
1DCC-OATS-3M-I Thermohygrometer			35519-044	Control Company	72457635	1334	II	18-Aug-2011
Cables	REMI-14	Range		Mfr			Cat	Calibration Due
		9kHz - 2GHz		C-S			II	17-Sep-2011

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

Radiated Emissions Table

Radiated Emissions Table										Work Order: K1442													
Date: 22-Dec-10		Company: Ultracenz		EUT Operating Voltage/Frequency: Battery Powered																			
Engineer: Mathew Burman		EUT Desc: WINET Tag Assembly																					
Temp: 19.7°C		Humidity: 23%		Pressure: 997mBar																			
Frequency Range: 14.5GHz																							
Notes: Worst case 100ms duty cycle = 2% DCCP = -33.9																							
Antenna	Polarization	Frequency	Peak Reading	Average Reading	Preamp Factor	Antenna Factor	Cable Factor	Adjusted Peak Reading	Adjusted Avg Reading	FCC Class B High Frequency - Peak	FCC Class B High Frequency - Average												
(H/V)	(MHz)	(dBuV)	(dBuV)	(dBuV)	(dB)	(dB/m)	(dB)	(dBuV/m)	(dBuV/m)	Limit (dBuV/m)	Margin (dB)	Result (Pass/Fail)											
H	1301.56	61.7	27.8	20.8	24.7	1.1	66.7	32.8	74.0	-7.3	Pass	54.0											
H	1736.145	42.41	8.5	20.1	26.4	1.5	50.2	16.3	74.0	-23.8	Pass	54.0											
H	2170.145	58.47	24.6	21.3	27.9	1.4	66.5	32.6	74.0	-7.5	Pass	54.0											
H	2604.145	39.45	5.6	21.7	28.7	1.6	48.1	14.2	74.0	-26.0	Pass	54.0											
H	3038.145	39.61	5.7	21.2	30.2	1.6	50.2	16.3	74.0	-23.8	Pass	54.0											
H-NF	3472.145	29.5	29.5	21.0	31.1	1.9	41.5	41.5	74.0	-32.5	Pass	54.0											
H-NF	3906.145	32.88	32.9	20.5	32.3	2.0	46.7	46.7	74.0	-27.3	Pass	54.0											
H-NF	4340.145	31.39	31.4	20.3	32.5	2.1	45.7	45.7	74.0	-28.3	Pass	54.0											
Table Result:			Pass	by	-7.3 dB							Worst Freq:											
Test Site: 1DCC-OATS-3M-I			Cable 1: EMIR-HIGH-21			Cable 2: ---			Cable 3: ---														
Analyzer: Rental SA#1			Preamp: Asset #1517			Antenna: Yellow Horn			Preselector: ---														

Rev: 20-Dec-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
Radiated Emissions Sites	1DCC-OATS-3M-I	FCC Code	IC Code	VCCI Code			Cat	Calibration Due
		719150	2762A-8	R-3109			II	7-Jul-2011
Preamps /Couplers Attenuators / Filters	1517 HF Preamp	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
		1-18GHz	CS	CS	N/A	1517	II	1-Jun-2011
Antennas	Yellow Horn	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
		1-18GHz	3115	EMCO	9608-4898	37	I	27-May-2011
Meteorological Meters			MN	Mfr	SN	Asset	Cat	Calibration Due
Temp./Humidity/Atm. Pressure Gauge			7400 Perception II	Davis	N/A	965	I	6-Apr-2011
1DCC-OATS-3M-I Thermohygrometer			35519-044	Control Company	72457635	1334	II	18-Aug-2011
Cables	REMI-High-21	Range		Mfr			Cat	Calibration Due
		9kHz - 26.5GHz		C-S			II	8-Jan-2011

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

Note: 15.231(b)(3) states "Spurious emissions shall be attenuated to the average...limits shown in this table [15.231(e)] or to the general limits shown in Section 15.209, whichever limit permits a higher field strength." Since the emissions above meet the 15.209 limits, those limits are displayed in the data table to show worst case.

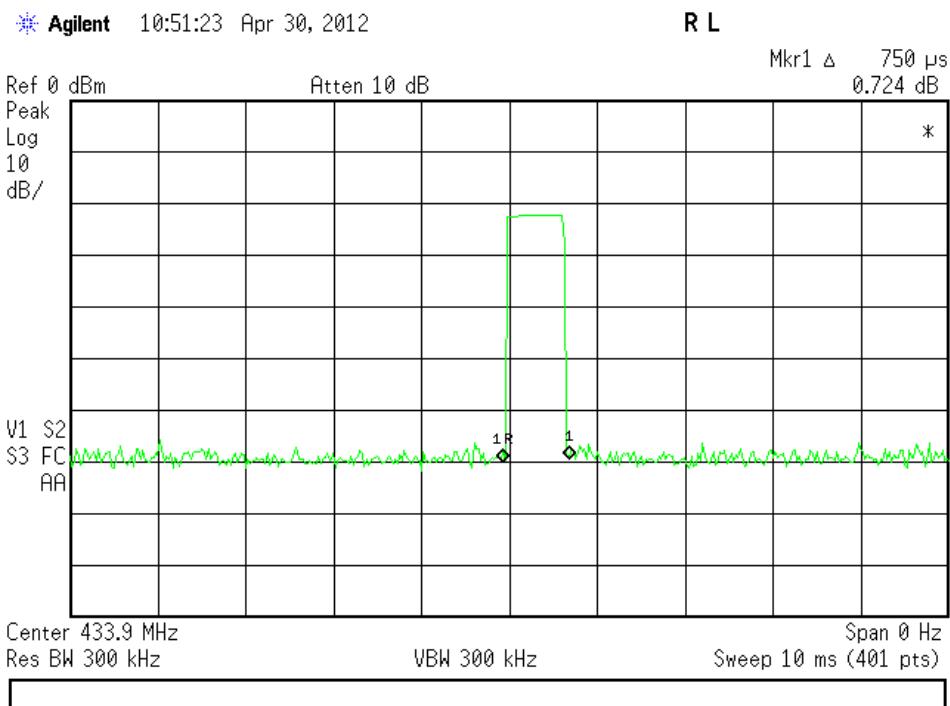
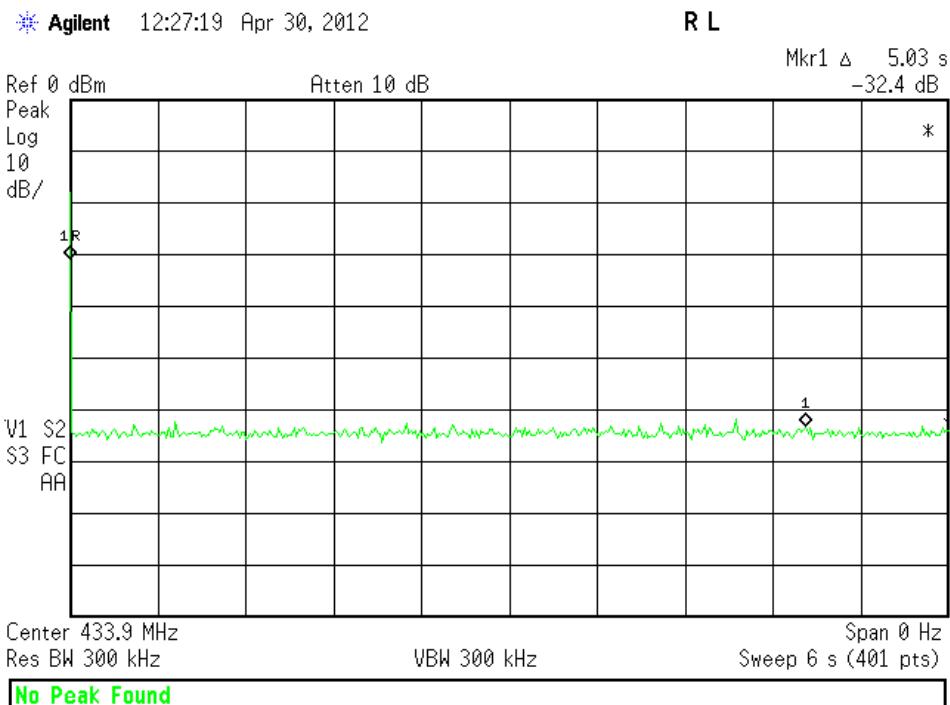


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Timing Requirements

"A manually operated transmitter shall employ a switch that will automatically deactivate the transmitter within not more than 5 seconds of being released" 15.231(a)(1)



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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 (Ucispqr)
Radiated Emissions (1-26.5GHz)	4.6dB	N/A
Radiated Emissions (above 26.5GHz)	4.9dB	N/A
Magnetic Radiated Emissions	5.6dB	N/A
Conducted Emissions		
NIST	3.9dB	N/A
CISPR	3.6dB	3.6dB (Ucispqr)
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)	3.23×10^{-8}	1×10^{-7}
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°C	1.0°C
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		



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.



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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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