
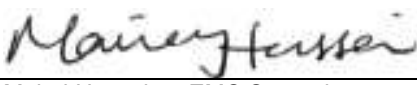




**BUREAU
VERITAS**

Test Report

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

Report No	EK0180-1
Client	NovaLab, LLC
Address	19 Aladdin Road Windham, NH 03087
Phone	603-890-3211
Items tested FCC ID FRN	Merlin-2 Transciever XMPNL72742 0018986281
Equipment Type Equipment Code	Part 15.247 Digital Transmission Systems DTS
FCC Rule Parts	47 CFR 15.247
Test Dates	August 2, 2010
Results	As detailed within this report
Prepared by	 Evan Gould – Compliance Engineer
Authorized by	 Mairaj Hussain – EMC Supervisor
Issue Date	<u>August 24, 2010</u>
Conditions of Issue	This Test Report is issued subject to the conditions stated in the 'Conditions of Testing' section on page 21 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.



Curtis-Straus LLC, a wholly owned subsidiary of BV CPS
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Form Final Report REV 7-20-07 (DW)



Summary

This test report supports an application for certification of a modular transmitter operating pursuant to 47 CFR 15.247. The product is the Merlin-2 transceiver. It is a transmitter that operates in the range 906-924MHz.

We found that the product met the 15.247 requirements without modification.

Test Methodology

Radiated emission testing was performed according to the procedures specified in ANSI C63.10 (2009). Radiated Emissions were maximized by rotating the device around three orthogonal axes as well as varying the test antenna's height and polarity.

Conducted emissions at the antenna port were performed, as required by rule section.

The receive function contained within this transceiver is subject to the Verification authorization procedure, and is therefore covered in a separate test report.

The EUT operating voltage is 1.5VDC.

The following bandwidths were used during radiated spurious emissions.

Frequency	RBW	VBW
30-1000MHz	120kHz	1MHz
1-10GHz	1MHz	3MHz

Release Control Record

Issue No.	Reason for change	Date Issued
1	Original Release	August 24, 2010



Product Tested - Configuration Documentation

EUT Configuration											
Work Order: K0180 Company: NovaLab, LLC Company Address: 19 Aladdin Road Windham, NH 03087 Contact: Chris Krstanovic											
			MN		SN						
EUT:			Merlin-2		CH1-906MHZ; CH5-914MHZ; CH10-924MHZ						
EUT Description: Transceiver											
EUT TX Frequency: 906-924MHz											
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	
ANT1	SMA	1	All	coaxial	Yes	No	6"	6"	In	NA	
J3	4-pin	1	All	DC wires	No	No	3"	3"	In	NA	
Software / Operating Mode Description:											
Transmitting continuously modulated at high, low, and middle channel. Power is not adjustable.											



Statement of Conformity

The Merlin-2 has been found to conform to the following parts of 47 CFR as detailed below:

Part 15	Comments
15.15(b)	There are no controls accessible to the user that varies the output power.
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.
15.31	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.
15.203	Refer to Modular requirements letter.
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	EUT is battery powered.
15.247	The unit complies with the requirements of 15.247



Test Results

Bandwidth

LIMIT

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

MEASUREMENTS / RESULTS

Measured 6dB bandwidth = 891.4kHz

Data Table

Frequency	6dB BW	Result
(MHz)	(kHz)	(Pass/Fail)
906	892.9	Pass
914	891.4	Pass
924	904.9	Pass

Rev: 30-Jul-2010

Radiated Emissions Sites
EMI Chamber 2

FCC Code
719150

IC Code
2762A-7

VCCI Code
R-3033, G-107

Cat **Calibration Due**
I 15-Feb-2011

Spectrum Analyzers / Receivers /Preselectors
Gold

Range
100Hz-26.5 GHz

MN
E4407B

Mfr
Agilent

SN
MY45113816

Asset
1284

Cat **Calibration Due**
I 9-Apr-2011

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

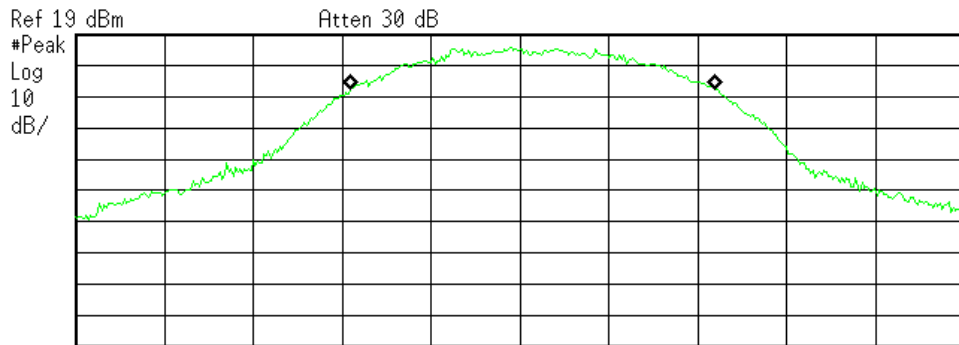


PLOTS

Low Channel

Agilent 09:26:59 Aug 2, 2010

R T



Center 906 MHz Span 3 MHz
 #Res BW 100 kHz #VBW 300 kHz Sweep 5 ms (401 pts)

Occupied Bandwidth
 1.2316 MHz

Occ BW % Pwr 99.00 %
 x dB -6.00 dB

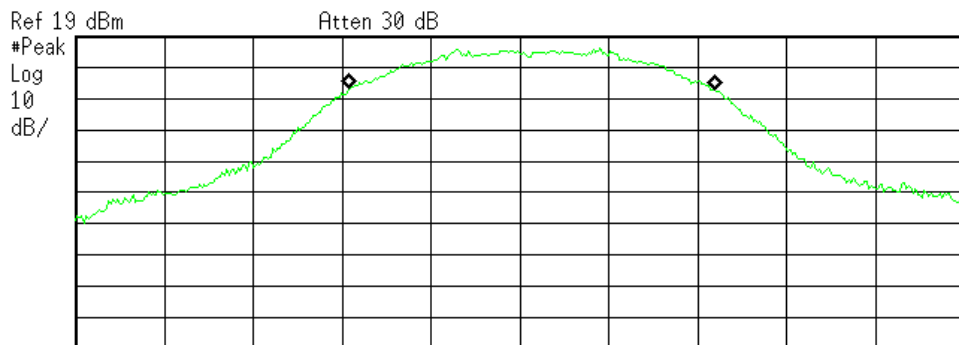
Transmit Freq Error 43.609 kHz
 x dB Bandwidth 892.905 kHz

C:\temp.gif file saved

Mid Channel

Agilent 11:02:26 Aug 2, 2010

R T



Center 914 MHz Span 3 MHz
 #Res BW 100 kHz #VBW 300 kHz Sweep 5 ms (401 pts)

Occupied Bandwidth
 1.2322 MHz

Occ BW % Pwr 99.00 %
 x dB -6.00 dB

Transmit Freq Error 40.280 kHz
 x dB Bandwidth 891.394 kHz

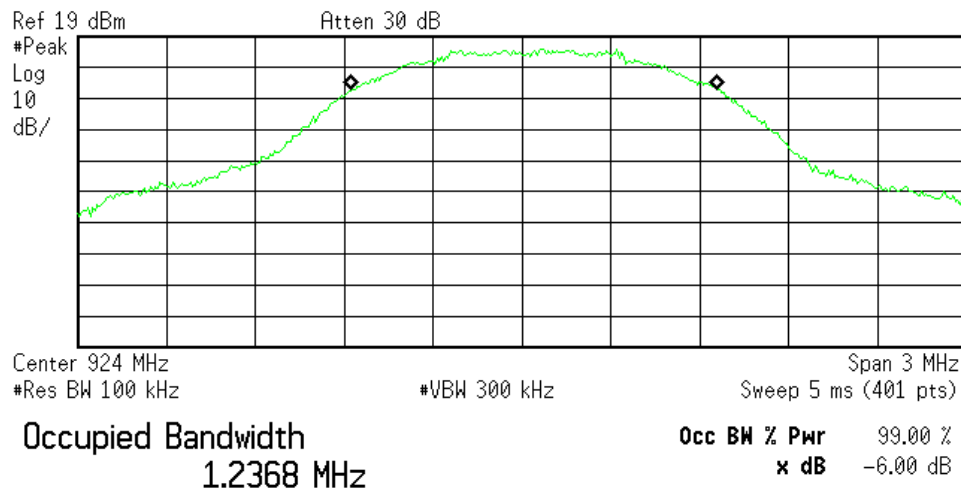
C:\temp.gif file saved



High Channel

Agilent 11:24:11 Aug 2, 2010

R T



Transmit Freq Error 44.259 kHz
x dB Bandwidth 904.896 kHz

C:\temp.gif file saved



Peak Output Power**LIMIT**

Conducted Output Power

30dBm

[15.247(b) (3)]

MEASUREMENTS / RESULTS

The method in ANSI C63.10 Section 6.10.2.1(a) was used for this measurement.

Data Table

Frequency	Output Power	Result
(MHz)	(dBm)	(Pass/Fail)
906	17.3	Pass
914	17.5	Pass
924	17.5	Pass

Rev: 30-Jul-2010

Radiated Emissions Sites

EMI Chamber 2

FCC Code

719150

IC Code

2762A-7

VCCI Code

R-3033, G-107

Cat

I

Calibration Due

15-Feb-2011

Spectrum Analyzers / Receivers /Preselectors

Gold

Range

100Hz-26.5 GHz

MN

E4407B

Mfr

Agilent

SN

MY45113816

Asset

1284

Cat

I

Calibration Due

9-Apr-2011

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



PLOTS

Low Channel

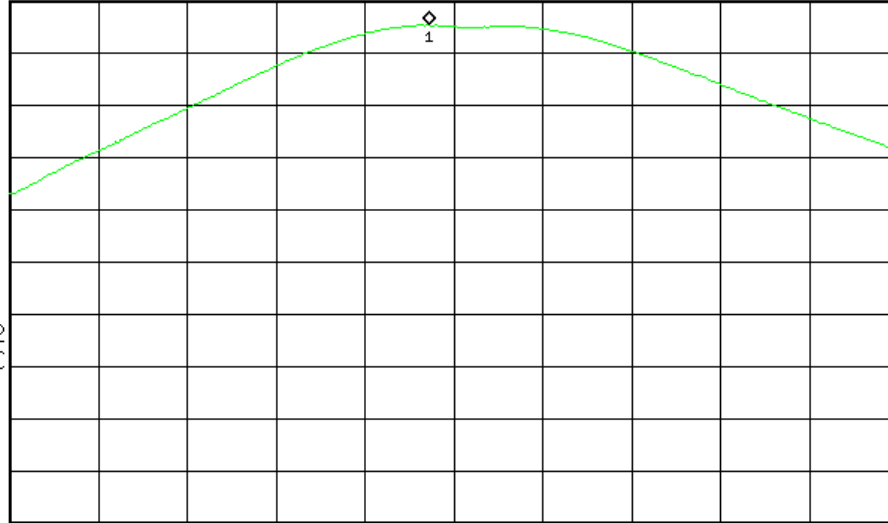
Agilent 09:30:32 Aug 2, 2010

R T

Mkr1 905.8625 MHz
17.34 dBm

Ref 22 dBm

Atten 35 dB

Peak
Log
10
dB/V1 S2
S3 FC

Center 906 MHz

Span 5 MHz

#Res BW 1 MHz

#VBW 1 MHz

Sweep 5 ms (401 pts)

C:\temp.gif file saved

Mid Channel

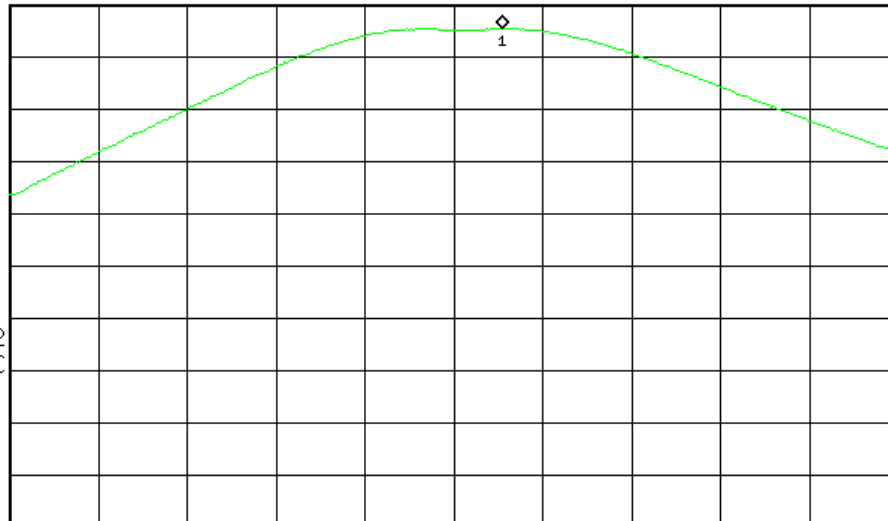
Agilent 11:04:31 Aug 2, 2010

R T

Mkr1 914.2750 MHz
17.5 dBm

Ref 22 dBm

Atten 35 dB

Peak
Log
10
dB/V1 S2
S3 FC

Center 914 MHz

Span 5 MHz

#Res BW 1 MHz

#VBW 1 MHz

Sweep 5 ms (401 pts)

C:\temp.gif file saved



High Channel

Agilent 11:26:23 Aug 2, 2010

R T

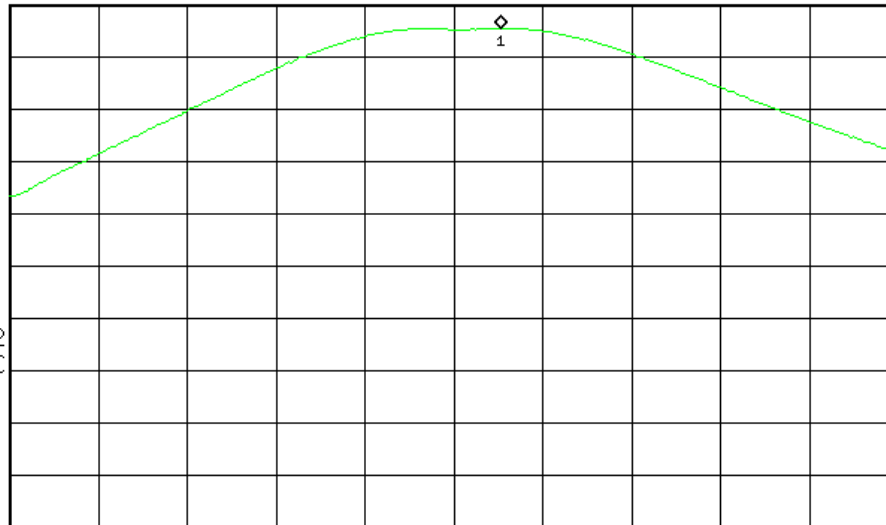
Mkr1 924.2625 MHz
17.54 dBm

Ref 22 dBm

Atten 35 dB

Peak
Log
10
dB/

V1 S2
S3 FC



Center 924 MHz

#Res BW 1 MHz

#VBW 1 MHz

Span 5 MHz
Sweep 5 ms (401 pts)

C:\temp.gif file saved



Band Edge Measurements

LIMITS

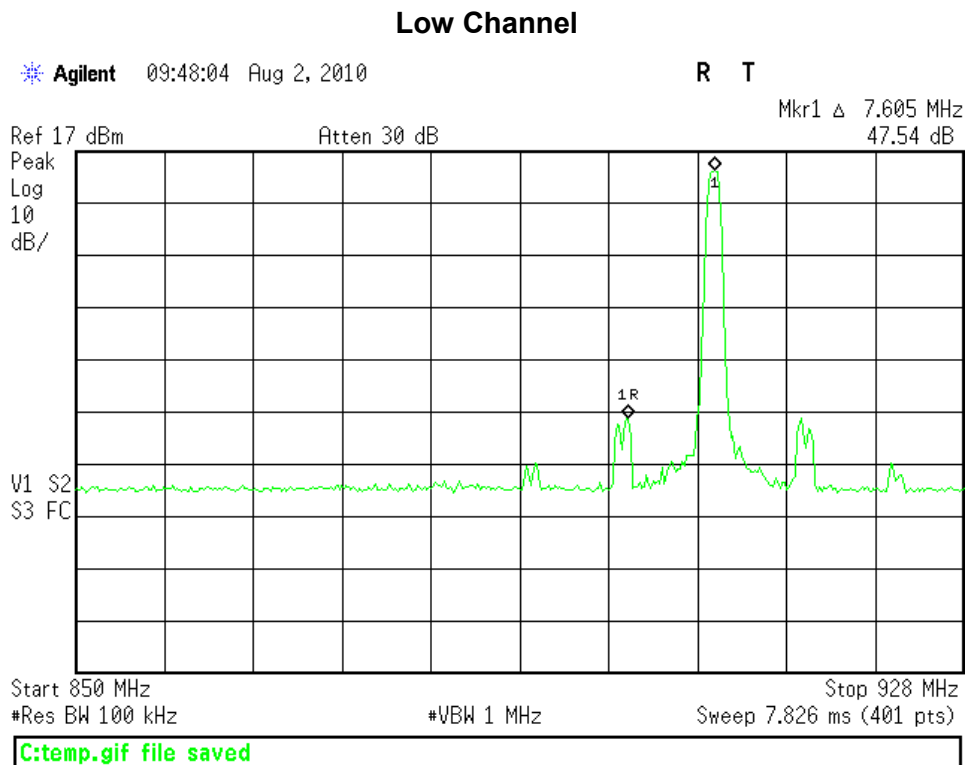
"In any 100kHz bandwidth outside the frequency band in which the spread spectrum or digitally modulated intentional radiator is operating, the radio frequency power that is produced by the intentional radiator shall be at least 20dB below that in the 100kHz bandwidth that contains the highest level of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

[15.247(d)]

MEASUREMENTS / RESULTS

Spurious emissions at or outside the band edges are at least 20dB down.

PLOTS

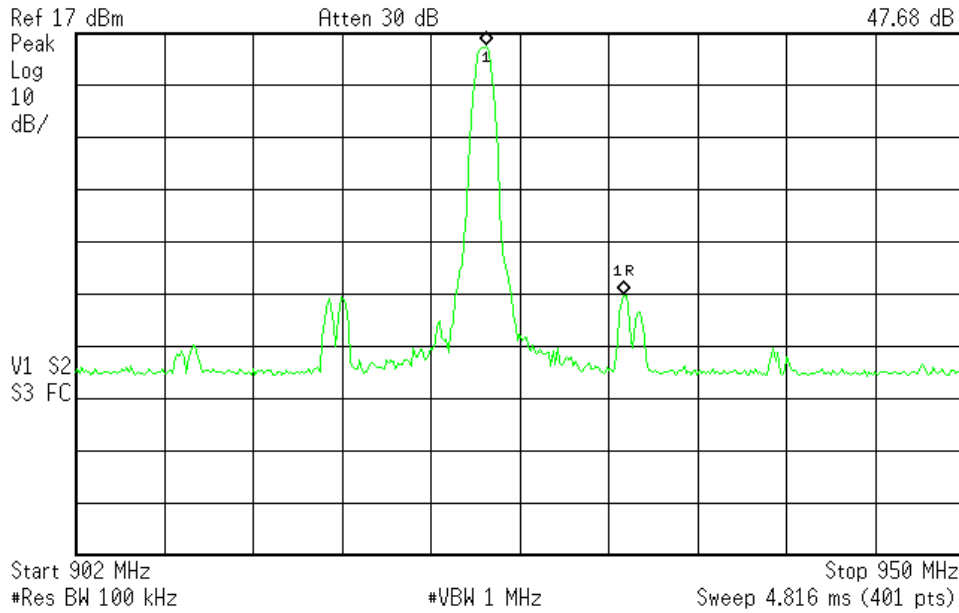


High Channel

Agilent 11:36:55 Aug 2, 2010

R T

Mkr1 Δ -7.44 MHz
47.68 dB



C:\temp.gif file saved



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

Radiated Emissions Table												
Date: 02-Aug-10			Company: NovaLab				Work Order: K0180					
Engineer: Evan Gould			EUT Desc: Merlin-2				EUT Operating Voltage/Frequency: 1.5V battery					
Temp: 26°C			Humidity: 34%				Pressure: 1012mBar					
Frequency Range: 30-1000MHz							Measurement Distance: 3 m					
Notes:							EUT Max Freq: 924MHz					
Antenna Polarization (H/V)	Frequency	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)
No spurious emissions detected												
Test Site: EMI Chamber 2			Cable 1: Asset #1506				Cable 2: Asset #1508			Cable 3: ---		
Analyzer: Gold			Preamp: Green				Antenna: Red-Black			Preselector: ---		

Radiated Emissions Table												
Date: 02-Aug-10			Company: NovaLab						Work Order: K0180			
Engineer: Evan Gould			EUT Desc: Merlin-2						EUT Operating Voltage/Frequency: 1.5V battery			
Temp: 26°C			Humidity: 34%						Pressure: 1012mBar			
Frequency Range: 1-10GHz							Measurement Distance: 1 m					
Notes:							EUT Max Freq: 924MHz					
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)
Hpk	3624.3	42.0	20.9	32.3	3.0	56.4	---	---	---	63.5	-7.1	Pass
Table Result: Pass by -7.1 dB							Worst Freq: 3624.3 MHz					
Test Site: EMI Chamber 2			Cable 1: Asset #1506				Cable 2: Asset #1508				Cable 3: ---	
Analyzer: Gold			Preamp: Brown				Antenna: Orange Horn				Preselector: ---	

Rev: 30-Jul-2010

Radiated Emissions Sites		FCC Code	IC Code	VCCI Code		Cat	Calibration Due	
EMI Chamber 2		719150	2762A-7	R-3033, G-107		I	15-Feb-2011	
Spectrum Analyzers / Receivers /Preselectors		Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Gold		100Hz-26.5 GHz	E4407B	Agilent	MY45113816	1284	I	9-Apr-2011
Meteorological Meters			MN	Mfr	SN	Asset	Cat	Calibration Due
Weather Clock (Pressure Only)			BA928	Oregon Scientific	C3166-1	831	I	17-Mar-2011
CHAMBER2 Thermohyrometer			35519-044	Control Company	72457639	1347	II	18-Aug-2011
Antennas		Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Red-Black Bilog		30-2000MHz	JB1	Sunol	A091604-2	1106	I	28-Oct-2010
Orange Horn		1-18GHz	3115	EMCO	0004-6123	390	I	19-Jun-2011
Preamps /Couplers Attenuators / Filters		Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Green		0.009-2000MHz	ZFL-1000-LN	CS	N/A	802	II	8-Jan-2011
Brown		1-18GHz	CS	CS	N/A	1523	II	30-Jul-2011

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



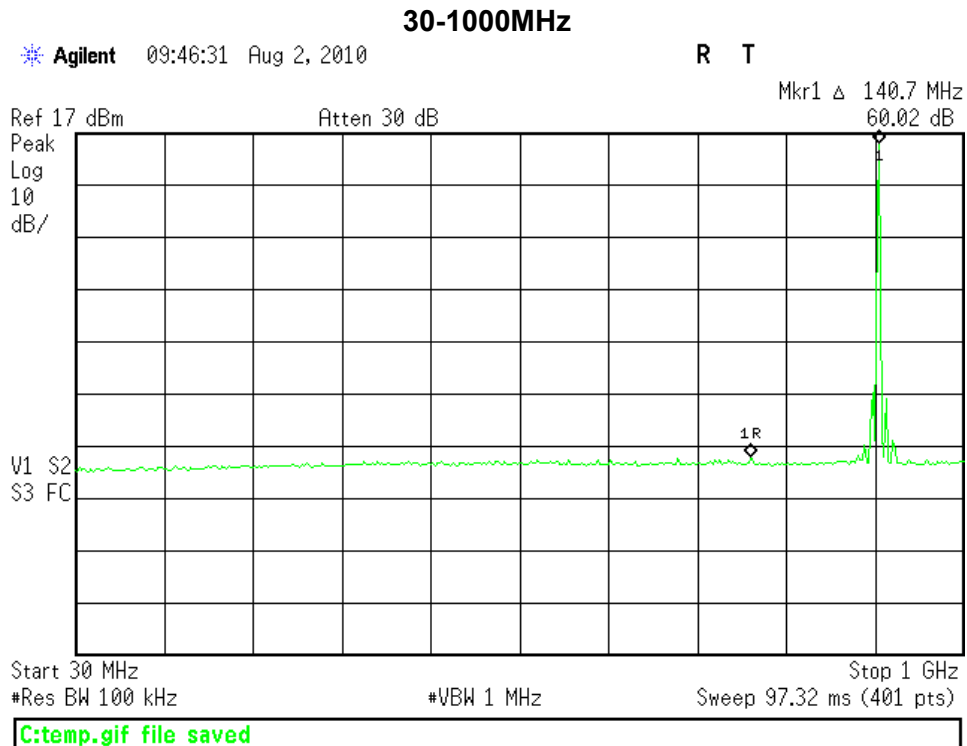
Conducted Spurious Emissions

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)]

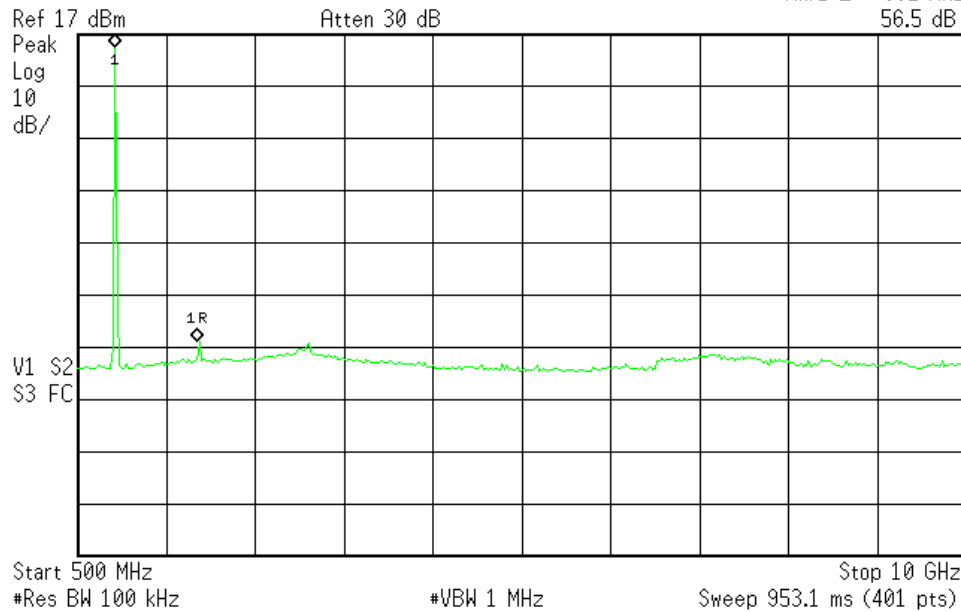
MEASUREMENTS / RESULTS



500MHz – 10GHz

Agilent 09:57:06 Aug 2, 2010

R T

Mkr1 Δ -902 MHz
56.5 dB

C:\temp.gif file saved

Rev: 30-Jul-2010

Radiated Emissions Sites
EMI Chamber 2FCC Code
719150IC Code
2762A-7VCCI Code
R-3033, G-107Cat Calibration Due
I 15-Feb-2011Spectrum Analyzers / Receivers /Preselectors
GoldRange
100Hz-26.5 GHzMN
E4407BMfr
AgilentSN
MY45113816Asset
1284Cat Calibration Due
I 9-Apr-2011

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



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

The method in ANSI C63.10 Section 6.11.2.3 was used for this measurement.

Data Table

Frequency	PSD	Result
(MHz)	(dBm)	(Pass/Fail)
906	6.1	Pass
914	6.5	Pass
924	6.2	Pass

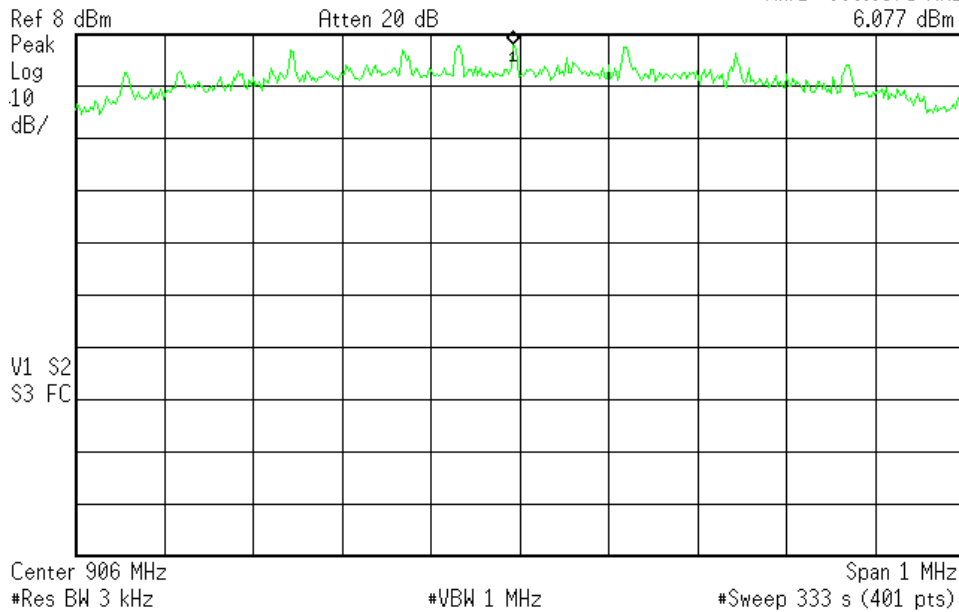


PLOTS

Low Channel

Agilent 09:42:00 Aug 2, 2010

R T

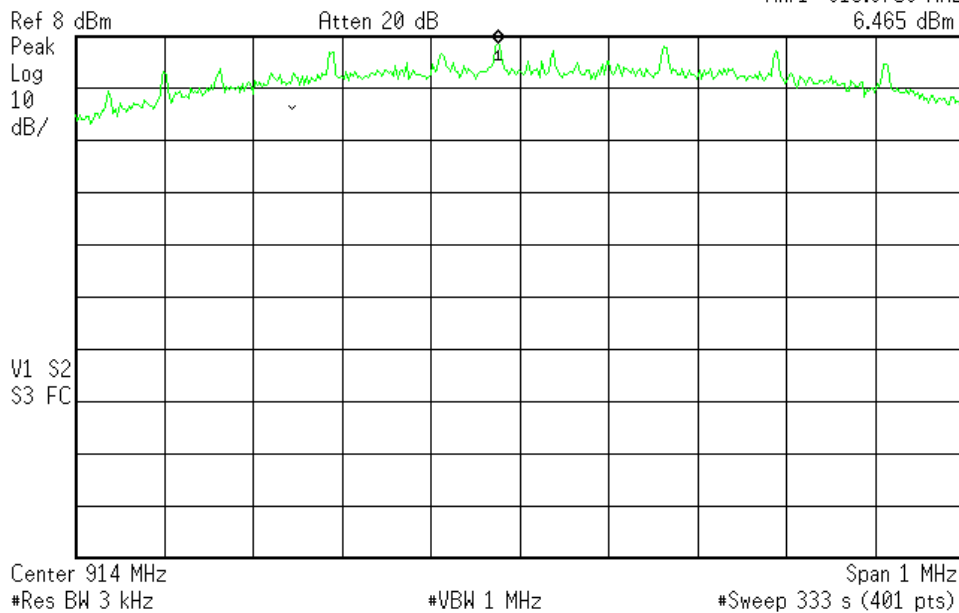
Mkr1 906.0375 MHz
6.077 dBm

C:\temp.gif file saved

Mid Channel

Agilent 11:19:59 Aug 2, 2010

R T

Mkr1 913.9750 MHz
6.465 dBm

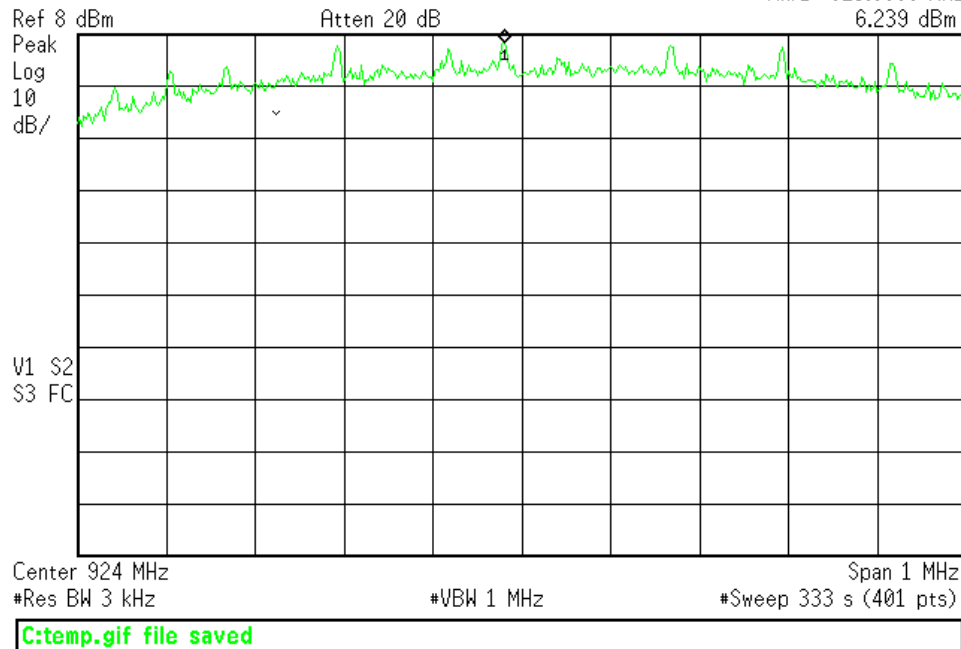
C:\temp.gif file saved



High Channel

Agilent 11:33:59 Aug 2, 2010

R T

Mkr1 923.9800 MHz
6.239 dBm

Rev: 30-Jul-2010

Radiated Emissions Sites
EMI Chamber 2FCC Code
719150IC Code
2762A-7VCCI Code
R-3033, G-107Cat Calibration Due
I 15-Feb-2011Spectrum Analyzers / Receivers /Preselectors
GoldRange
100Hz-26.5 GHzMN
E4407BMfr
AgilentSN
MY45113816Asset
1284Cat Calibration Due
I 9-Apr-2011

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



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 (Ucisprr)
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 (Ucisprr)
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 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.

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