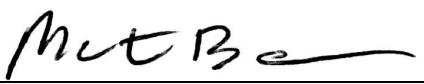
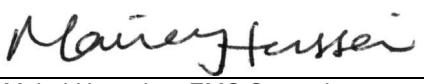




BUREAU
VERITAS

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Test Report

Report No	EJ1375-1
Client	Airvana
Address	19 Alpha Road Chelmsford, MA 01824
Phone	978-250-2622
Item tested	Airave
FCC ID	QHYHUBBUBC1600-RT
FRN	0007380173
Equipment Type	Licensed Base Station for Part 24
Equipment Code	PCB
Emission Designator	1M25D7D
FCC Rule Parts	47 CFR 24.200
Test Dates	January 26-27, March 30 2010
Results	As detailed within this report
Prepared by	 Matthew Burman – Test Engineer
Authorized by	 Mairaj Hussain – EMC Supervisor
Issue Date	03/31/2010

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)



Summary

This test report supports an application for certification of a transmitter operating pursuant to 47 CFR 24.200. The product is the Airave. It is a transmitter that operates in the range 1931-1989MHz.

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

The supported modulation types are: BPSK, QPSK and 16QAM.

Test Methodology

Radiated emission and AC Line conducted testing was performed according to the procedures specified in ANSI C63.4 (2003) and TIA-603-C. Radiated Emissions were maximized by rotating the device around three orthogonal axes as well as varying the test antenna's height and polarity.

Conducted measurements at the antenna port were performed.

The EUT operating voltage is 120Vac 60Hz.

For peak output power and antenna port spurious emissions, the frequency range investigated as 1931-1990MHz

For AC line conducted emissions the frequency range investigated was 150kHz to 30MHz.

During line conducted emissions and radiated spurious measurements, the product was removed from the plastic enclosure which should have no effects on EMI results.

For antenna port conducted spurious emissions 30MHz to 20GHz was checked.

Radiated spurious emissions the frequency range of 30MHz to 20GHz was inspected, along with the digital circuitry.

The digital circuitry is compliant to FCC part 15 class B limits for unintentional radiators as issued in work order EJ1641.

Release Control Record

Issue No. 1 Reason for change Original Release

Date Issued
August 14, 2007



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Product Tested - Configuration Documentation

Statement of Conformity

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

Part 2	Part 24	Comments
2.1033(c)(4)		CDMA is the type of RF modulation.
2.1033(c)(6)		RF output power is not adjustable to end users.
2.1033(c)(7)	24.232(a)	Power limit: 2W EIRP.
2.1033(c)(9)		The Airave does not require a tune-up procedure.



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Bandwidth

LIMIT

“The emission bandwidth is defined as the width of the signal between two points, one below the carrier center frequency and one above the carrier center frequency, outside of which all emissions are attenuated at least 26 dB below the transmitter power.” [24.238(b)]

MEASUREMENTS / RESULTS

1x

Carrier Center Frequency (GHz)	26dB Bandwidth (MHz)
1.931	1.427
1.96	1.428
1.989	1.423

Beacon

Carrier Center Frequency (GHz)	26dB Bandwidth (MHz)
1.931	1.42
1.96	1.436
1.989	1.428

DO

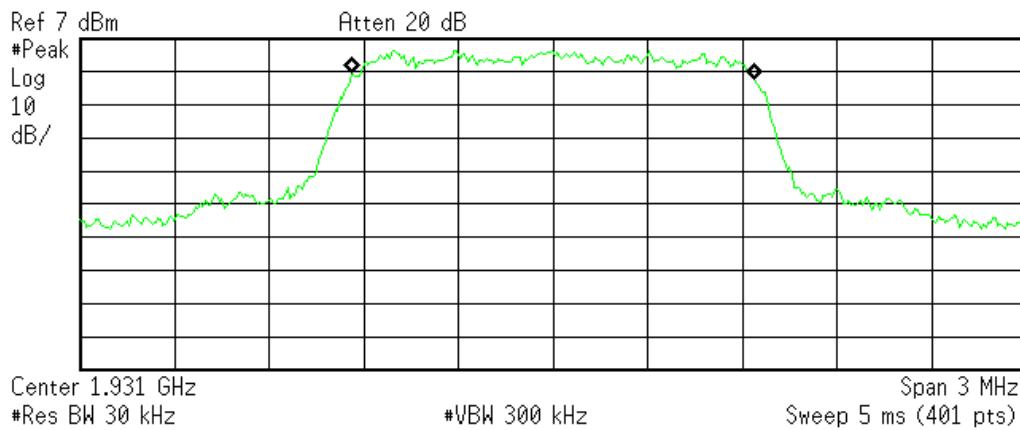
Carrier Center Frequency (GHz)	26dB Bandwidth (MHz)
1.931	1.42
1.96	1.436
1.989	1.424



SAMPLE ANALYZER PLOT**1x Channel 25 Emission Bandwidth**

Agilent 23:22:24 Jan 26, 2010

R T



Transmit Freq Error -409.262 Hz
x dB Bandwidth 1.427 MHz

C:\temp.gif file saved



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Peak Output Power – Used to Calculate EIRP

MEASUREMENTS / RESULTS

Peak Output Power

Date: 16-Feb-10	Company: Airvana	Work Order: J1375					
Engineer: Evan Gould	EUT Desc: Airave	Operating Voltage: 120Vac 60Hz					
Frequency Range: 1931-1990MHz		Measurement Distance: Conductive					
Notes: RBW = 3MHz VBW = 3MHz							
	Frequency (MHz)	Reading (dBm)			Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)
Beacon	1931.2	14.960	---	---	---	---	---
	1960.0	16.410	---	---	---	---	---
	1989.0	15.380	---	---	---	---	---
	1931.0	13.970	---	---	---	---	---
	1960.0	12.460	---	---	---	---	---
	1989.0	13.960	---	---	---	---	---
DO	1931.0	15.930	---	---	---	---	---
	1960.0	16.470	---	---	---	---	---
	1989.0	15.660	---	---	---	---	---
Test Site: CEMI04		Cable 1: none					
Analyzer: Rental #1							

SAMPLE ANALYZER PLOT

1x Channel 25 Peak Output Power



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Agilent 02:34:50 Jan 27, 2010

R T

Mkr1 1.93120 GHz
14.96 dBm

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EIRP

“Mobile and portable stations are limited to 2 watts EIRP and the equipment must employ a means for limiting power to the minimum necessary for successful communications.”
 [24.232 (c)]

EIRP

Date: 16-Feb-10	Company: Airvana	Work Order: J1375					
Engineer: Evan Gould	EUT Desc: Airave	Operating Voltage: 120Vac 60Hz					
Frequency Range: 1931-1990MHz		Measurement Distance: Conductive					
Notes: RBW = 3MHz VBW = 3MHz		2 Watt = 33dBm					
	Frequency (MHz)	Reading (dBm)	Antenna Gain (dB)	Adjusted Reading (dBm)	24.232(c)		
					Limit (dBm)	Margin (dB)	Result (Pass/Fail)
1x	1931.2	14.960	4.0	19.0	33.01	-14.05	---
	1960.0	16.410	4.0	20.4	33.01	-12.60	---
	1989.0	15.380	4.0	19.4	33.01	-13.63	---
Beacon		---	---	---	---	---	---
	1931.0	13.970	4.0	18.0	33.01	-15.04	---
	1960.0	12.460	4.0	16.5	33.01	-16.55	---
DO	1989.0	13.960	4.0	18.0	33.01	-15.05	---
		---	---	---	---	---	---
	1931.0	15.930	4.0	19.9	33.01	-13.08	---
	1960.0	16.470	4.0	20.5	33.01	-12.54	---
	1989.0	15.660	4.0	19.7	33.01	-13.35	---
Test Site: CEMI04		Cable 1: none					
Analyzer: Rental #1							



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Band Edge Measurements

LIMITS

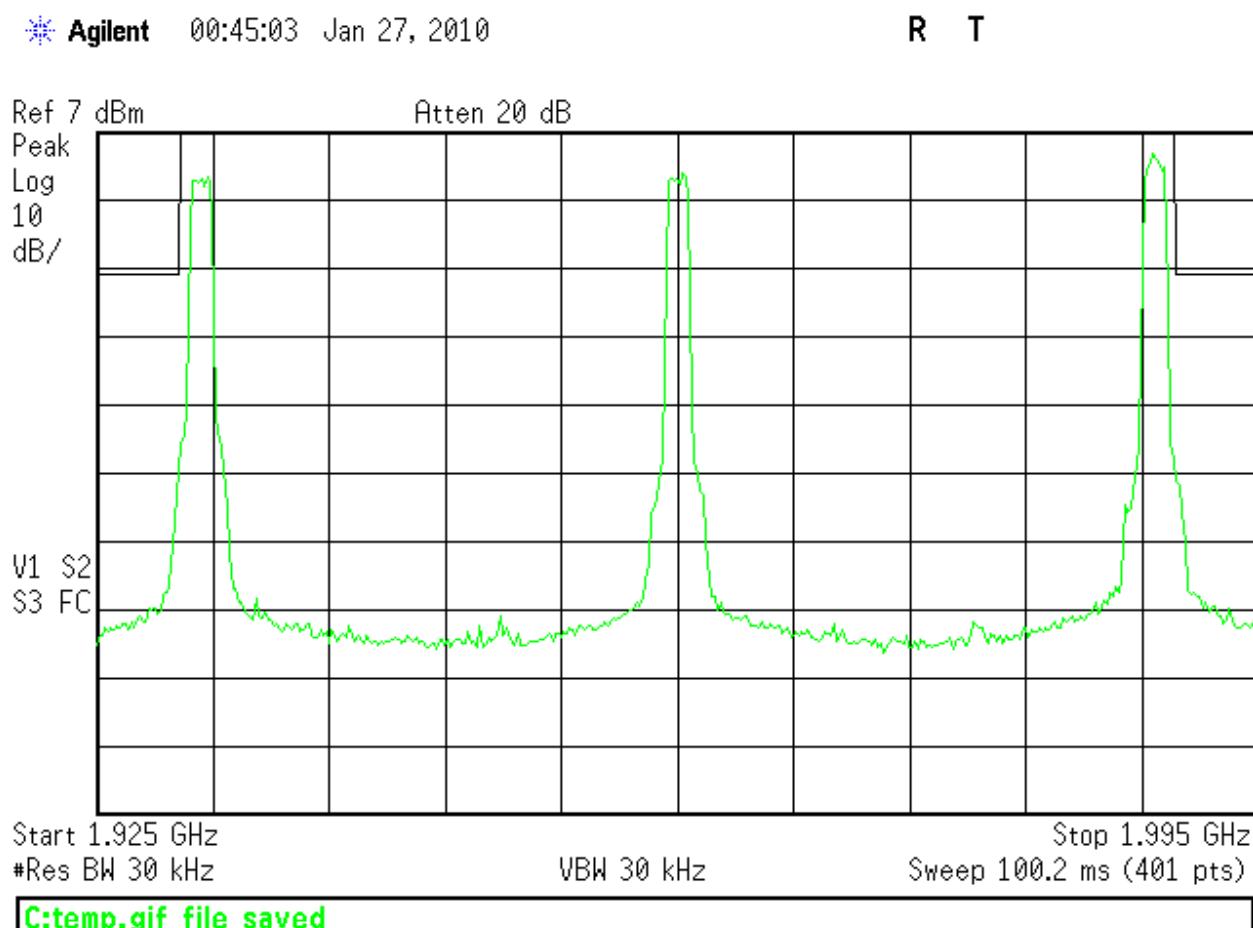
"The power of any emission outside of the authorized operating frequency ranges must be attenuated below the transmitting power (P) by a factor of at least $43 + 10 \log(P)$ dB."

[24.238(a)]

"A narrower resolution bandwidth is permitted in all cases to improve measurement accuracy provided the measured power is integrated over the full required measurement bandwidth (i.e. 1MHz or 1 percent of emission bandwidth, as specified)." [24.238(b)]

MEASUREMENTS / RESULTS

Note: Mask lines are set to -13dBm at 1930MHz and 1990MHz.



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Radiated Spurious Emissions Measurements

LIMITS

"The power of any emission outside of the authorized operating frequency ranges must be attenuated below the transmitting power (P) by a factor of at least $43 + 10 \log(P)$ dB."
 [24.238(a)]

MEASUREMENTS / RESULTS

Radiated Spurious Emissions Table

Radiated Spurious Emissions Table								Work Order: J1375											
Date: 10-Dec-09				Company: Airvana				EUT Operating Voltage/Frequency: 120VAC, 60Hz											
Engineer: Chris Reynolds		EUT Desc: Airave		Temp: 24°C		Humidity: 23%		Pressure: 987.4mBar		Measurement Distance: 3 m									
Frequency Range: 30-1000MHz								EUT Max Freq: 800MHz											
Notes: Config 1 Termination on RX at FAP and ATAIR Connector								Measurement Distance: 3 m											
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)	Adjusted Reading (dB/m)	FCC Class B			47 CFR 24.238 (a)								
								Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBm)	Margin (dB)	Result (Pass/Fail)						
vbb	30.0	33.2	25.5	22.3	0.3	30.3	-64.9	40.0	-9.8	Pass	-13.0	-51.9	Pass						
vbb	47.33	41.3	25.5	10.0	0.4	26.2	-69.0	40.0	-13.8	Pass	-13.0	-56.0	Pass						
vbb	55.955	48.3	25.5	7.7	0.4	30.9	-64.3	40.0	-9.1	Pass	-13.0	-51.3	Pass						
vbb	101.9	47.6	25.4	10.9	0.5	33.6	-61.6	43.5	-9.9	Pass	-13.0	-48.6	Pass						
vbb	110.8	46.8	25.4	12.9	0.5	34.8	-60.4	43.5	-8.7	Pass	-13.0	-47.4	Pass						
v	143.3	49.8	25.5	13.3	0.7	38.3	-56.9	43.5	-5.2	Pass	-13.0	-43.9	Pass						
vbb	173.8	47.1	25.5	11.8	0.7	34.1	-61.1	43.5	-9.4	Pass	-13.0	-48.1	Pass						
v	250.0	46.4	25.5	12.3	0.9	34.1	-61.1	46.0	-11.9	Pass	-13.0	-48.1	Pass						
h	354.0	43.3	25.5	15.3	0.9	34.0	-61.1	46.0	-12.0	Pass	-13.0	-48.1	Pass						
h	750.0	34.3	25.7	21.1	1.7	31.4	-63.7	46.0	-14.6	Pass	-13.0	-50.7	Pass						
h	856.9	36.9	25.8	22.2	1.7	35.0	-60.1	46.0	-11.0	Pass	-13.0	-47.1	Pass						
h	875.0	36.2	25.8	22.5	1.7	34.6	-60.6	46.0	-11.4	Pass	-13.0	-47.6	Pass						
Table Result: Pass by -5.2 dB								Worst Freq: 143.3 MHz											
Test Site: EMI Chamber 2				Cable 1: Asset #1506				Cable 2: Asset #1508											
Analyzer: Asset #1327				Preamp: Green				Cable 3: ---											
Antenna: Red-White				Antenna: Red-White				Preselctor: ---											

Radiated Spurious Emissions Table

Radiated Spurious Emissions Table								Work Order: J1357									
Date: 27-Jan-10				Company: Airvana				EUT Operating Voltage/Frequency: 120VAC, 60Hz									
Engineer: Evan Gould		EUT Desc: Airave		Frequency Range: 1-18GHz				Measurement Distance: 1m									
Notes: Config 2								EUT Max Freq: 800MHz									
no emissions found								Cable 1: Asset #1506									
Test Site: 3m Indoor OATS								Cable 2: ---									
Analyzer: Rental #1								Cable 3: ---									
Antenna: Yellow Horn								Preselctor: ---									

Radiated Spurious Emissions Table

Radiated Spurious Emissions Table								Work Order: J1357									
Date: 27-Jan-10				Company: Airvana				EUT Operating Voltage/Frequency: 120VAC, 60Hz									
Engineer: Evan Gould		EUT Desc: Airave		Frequency Range: 18-20GHz				Measurement Distance: 1m									
Notes: Config 2								EUT Max Freq: 800MHz									
no emissions found								Cable 1: Asset #1506									
Test Site: 1DCC-OATS-3M-I								Cable 2: ---									
Analyzer: Rental SA#1								Cable 3: ---									
Antenna: 18-26.5GHz Horn								Preselctor: ---									



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Conducted Spurious Emissions Measurements

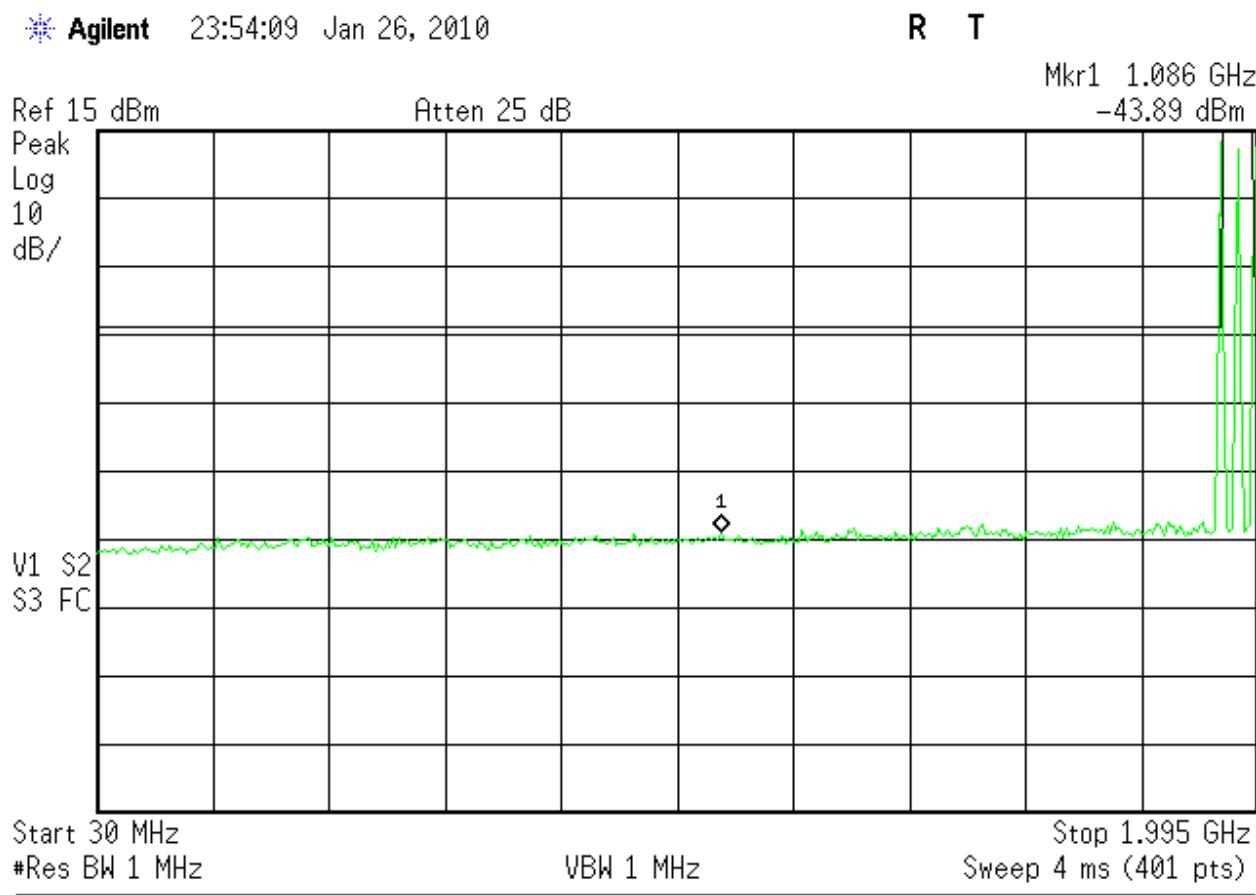
LIMITS

"The power of any emission outside of the authorized operating frequency ranges must be attenuated below the transmitting power (P) by a factor of at least $43 + 10 \log(P)$ dB."
[24.238(a)]

Limit = $10^{\log(P[mW])} - (43 + 10^{\log(P[W])}) = -13\text{dBm}$

PLOTS

30MHz – 1995MHz

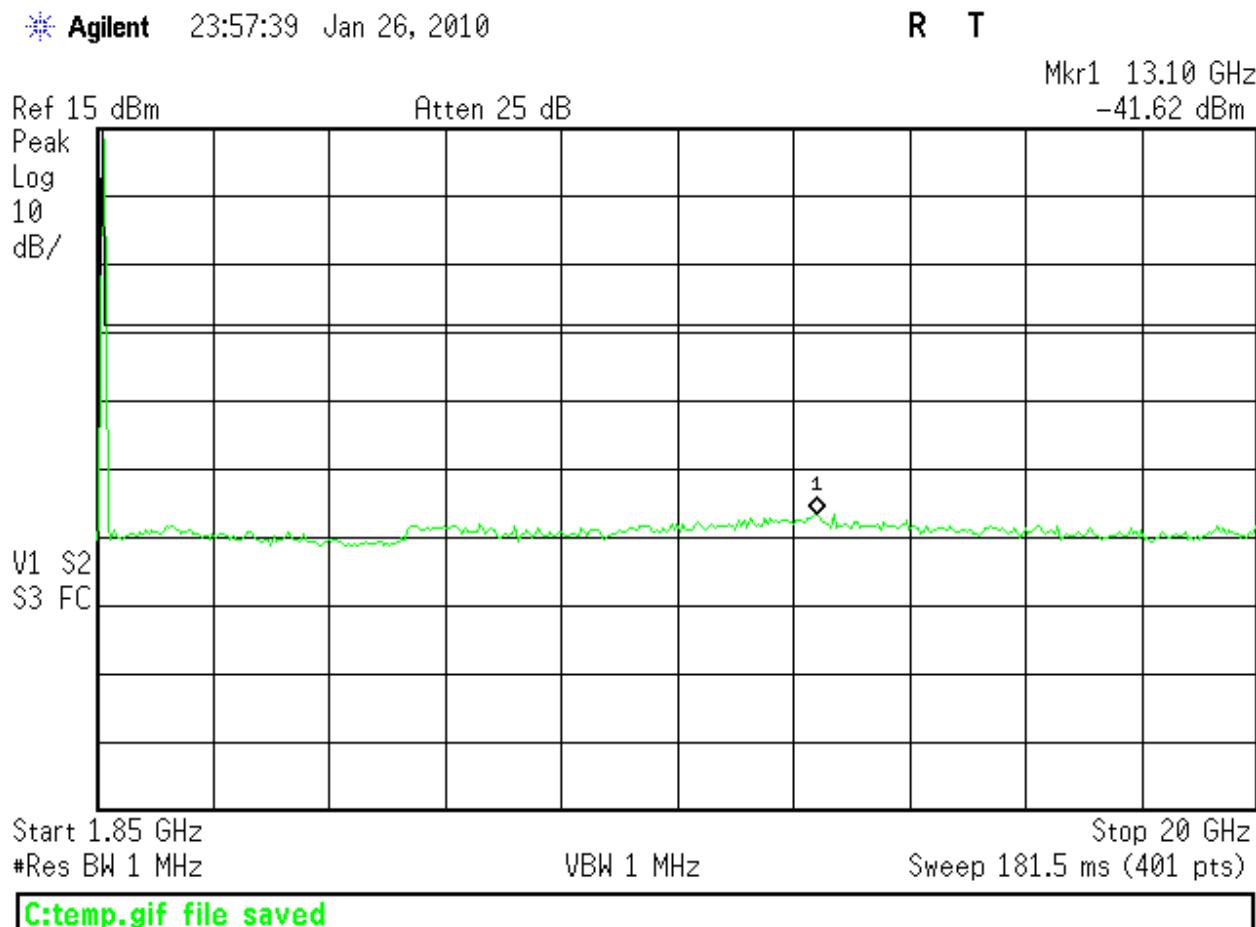


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1850MHz – 20GHz



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AC Line Conducted Emissions LIMIT

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

*Decreases with the logarithm of the frequency.

[47 CFR 15.207(a)]

MEASUREMENTS / RESULTS

AC Mains Conducted Emissions

Date: 11-Dec-09	Company: Airvana	Work Order: J1375								
Engineer: Matthew Burman	EUT Desc: CDMA Femto Cell	Test Site: CEMI-01								
Temp: 22.1 °C	Humidity: 34%	Pressure: 1015mBar								
Notes: Configuration 3 - Termination on RX at ATAIR Broadcom Chip										
Measurement Device: Asset #1493 LISN	EUT Operating Voltage/Frequency: 120Vac 60Hz									
Range: 0.15-30MHz Spectrum Analyzer: Red										
Frequency (MHz)	Q.P. Readings		Ave. Readings		Impedance Factor	FCC/CISPR B		FCC/CISPR B		Overall Result
	QP1 (dB μ V)	QP2 (dB μ V)	AV1 (dB μ V)	AV2 (dB μ V)	(dB)	qp Limit (dB μ V)	qp Margin dB	AVE Limit (dB μ V)	AVE Margin dB	(Pass/Fail)
0.15	20.7	17.1	3.4	3.1	20.1	66.0	-25.3	56.0	-32.5	Pass
0.18	32.1	31.0	17.1	16.8	20.1	64.3	-12.2	54.3	-17.1	Pass
0.33	14.8	15.5	4.5	5.0	20.1	59.5	-24.0	49.5	-24.4	Pass
4.24	12.1	13.1	1.2	0.9	20.1	56.0	-22.8	46.0	-24.8	Pass
4.58	17.2	17.5	4.0	4.1	20.1	56.0	-18.4	46.0	-21.8	Pass
13.73	12.9	10.7	5.2	5.3	20.2	60.0	-26.9	50.0	-24.5	Pass
Table Result:	Pass	by	-12.20 dB							Worst Freq: 0.18 MHz



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Frequency Stability

REQUIREMENT

“The frequency stability shall be sufficient to ensure that the fundamental emission stays within the authorized frequency block.” [24.235]

MEASUREMENTS / RESULTS

Frequency Stability		Curtis-Straus LLC	
Engineer:	Evan Gould	Company:	Airvana
Date:	3/30/2010	EUT:	Airave
Analyzer:	Brown	Work Order:	J1375
Cable:	EMIR-HIGH 13		
Note:	Reference: 20°C 110VAC ; 20dB down on low side		
Temperature	Supply Voltage	Center Frequency	Frequency Delta
(°C)	(VAC)	(Hz)	(ppm)
-30	110	1930563750	0.00
-20	110	1930563750	0.00
-10	110	1930560000	1.94
0	110	1930561250	1.29
10	110	1930560000	1.94
20	93.5	1930563750	0.00
20	110	1930563750	0.00
20	126.5	1930561250	1.29
30	110	1930565000	-0.65
40	110	1930562500	0.65
50	110	1930563750	0.00

Test Equipment Used

Rev: 26-Mar-2010

Chambers and Stripline Environmental (Safety)	MN	Mfr	SN	Asset	Cat	Calibration Due	
	SGTH-31S	B-M-A Inc.	2245	321	I	23-Apr-2010	
Spectrum Analyzers / Receivers /Preselectors Rental SA #1 (Brown)	Range 9kHz-26.5GHz	MN E4407B	Mfr Agilent	SN SG44210511	Asset 1510	Cat I	Calibration Due 25-Mar-2011

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



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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-STRAUSS (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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