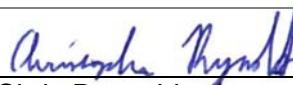
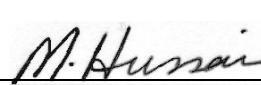




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VERITAS

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# Test Report

Report No	EM2387-1
Client	Ambient Corporations Aron Viner
Address	7 Wells Avenue, Suite 11 Newton, MA 02459
Phone	617-614-6729
Items tested	X-3200-xxx smart grid node
FCC ID	TK4-10-WLE200NX
FRN	0007147432
Equipment Type	Digital Transmission System
Equipment Code	DTS
FCC Rule Part	47 CFR 15.247
Test Dates	October 9, 2012
Results	As detailed within this report
Prepared by	 Chris Reynolds – Test Engineer
Authorized by	 Mairaj Hussain – EMC Supervisor
Issue Date	<u>11/09/2012</u>
Conditions of Issue	This Test Report is issued subject to the conditions stated in the 'Conditions of Testing' section on page 14 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 a class II permissive change to FCC ID TK4-10-WLE200NX. Class II permissive change is requested because Ambient would like to use new antennas with radio module previously approved under FCC ID TK4-10-WLE200NX. Ambient uses the radio module in their product X3200. The operating frequency of the radio module is in the range of 2400MHz – 2483.5MHz and 5725 – 5850MHz.

We found that the product met the above requirements without modification (see *Modifications Required for Compliance* section on page 5). The test sample was received in good condition.

## Test Methodology

Radiated emissions testing was performed according to the procedures specified in ANSI C63.4 (2003). 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. Harmonics and band edges were tested against 15.209 limits.

The EUT operating voltage is 120VAC, 60Hz.

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  
1              Original Release

Date Issued  
November 9, 2012



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**Product Tested - Configuration Documentation**

EUT Configuration																	
<b>Work Order:</b> M2387																	
<b>Company:</b> Ambient Corporation																	
<b>Company Address:</b> 7 Wells Avenue, Suite 11																	
Newton, MA 02459-3247																	
<b>Contact:</b> Aron Viner																	
<b>Person Present:</b> Andy Bellezza																	
MN						SN											
EUT: X-3200 with WiFi						XM1227-12DBAO											
<b>EUT Description:</b> X-3200 Smart Grid Node with WiFi (802.11b only)																	
<b>EUT Max Frequency:</b>																	
Support Equipment:						MN											
MacBook Pro laptop						7.1											
D-Link 10/100 Ethernet Switch						DSS-5+											
Serial Terminal Server						PortServer TS 4											
Ambient Communications box base station						320i											
<b>EUT Ports:</b>																	
Port Label	Port Type	No. of ports	Populated	No.	Cable Type	Shielded	Ferrites	Length	Max Length	In/Out	NEBS Type						
Power	Power AC	1	1	3-wire	No	None	1m	n/a	n/a	outdoor							
Energy sense	other	3	3	TNC coaxial	Yes	None	3m	n/a	n/a	outdoor							
Ethernet	Ethernet	1	1	cat5	No	None	25'	100'	100'	in							
<b>Software / Operating Mode Description:</b>																	
EUT Powered with support equipment base station pinging the WiFi of the EUT.																	



***Modifications Required for Compliance***

No modifications were required for compliance.



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**RADIATED EMISSIONS****Test Method:**

In accordance with the following:

- ANSI C63.4 (2003)

**Results:**

TEST	RESULT	TEST LEVEL	MARGIN	COMMENTS
<b>Radiated Emissions</b>	PASS	N/A	-2.5dB @ 2500MHz	



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**Test Results****Radiated Emissions Data Table(s):**

Radiated Emissions Table											Work Order: M2387			
Date: 09-Oct-12			Company: Ambient Technologies			EUT Desc: X-3200			EUT Operating Voltage/Frequency: 120V/60Hz					
Engineer: Edward Breen			Humidity: 22%			Pressure: 1016mBar			Measurement Distance: 3 m					
<b>Notes:</b> Intentional radiator operation within the band 2400-2483.5 MHz: wifi in 802.11b mode														
Antenna Polarization (H / V)	Frequency (MHz)	Peak Reading (dB $\mu$ V)	Average Reading (dB $\mu$ V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Peak Reading (dB $\mu$ V/m)	Adjusted Avg Reading (dB $\mu$ V/m)	FCC Class B High Frequency - Peak			FCC Class B High Frequency - Average		
<b>channel 1, 2412MHz</b>														
H	2386.4	37.3	29.5	19.7	28.6	4.5	50.7	42.9	74.0	-23.3	Pass	54.0	-11.1	Pass
V	2386.4	36.9	29.7	19.7	28.6	4.5	50.3	43.1	74.0	-23.7	Pass	54.0	-10.9	Pass
H	2500.0	40.9	37.0	20.0	29.1	4.2	54.2	50.3	74.0	-19.8	Pass	54.0	-3.7	Pass
V	2500.0	42.2	38.4	20.0	29.1	4.2	55.5	51.7	74.0	-18.5	Pass	54.0	-2.3	Pass
H	4824.0	32.6	22.4	17.5	33.3	7.1	55.5	45.3	74.0	-18.5	Pass	54.0	-8.7	Pass
V	4824.0	32.8	24.4	17.5	33.3	7.1	55.7	47.3	74.0	-18.3	Pass	54.0	-6.7	Pass
H	7236.0	32.1	18.6	16.5	36.8	7.7	60.1	46.6	74.0	-13.9	Pass	54.0	-7.4	Pass
V	7236.0	31.6	18.6	16.5	36.8	7.7	59.6	46.6	74.0	-14.4	Pass	54.0	-7.4	Pass
H	9648.0	29.8	18.0	16.0	38.3	8.8	60.9	49.1	74.0	-13.1	Pass	54.0	-4.9	Pass
V	9648.0	29.9	18.0	16.0	38.3	8.8	61.0	49.1	74.0	-13.0	Pass	54.0	-4.9	Pass
<b>channel 5, 2432MHz</b>														
H	2390.0	34.5	24.2	19.7	28.6	4.5	47.9	37.6	74.0	-26.1	Pass	54.0	-16.4	Pass
V	2390.0	33.0	20.1	19.7	28.6	4.5	46.4	33.5	74.0	-27.6	Pass	54.0	-20.5	Pass
H	2500.0	40.0	36.1	20.0	29.1	4.2	53.3	49.4	74.0	-20.7	Pass	54.0	-4.6	Pass
V	2500.0	42.5	38.5	20.0	29.1	4.2	55.8	51.8	74.0	-18.2	Pass	54.0	-2.2	Pass
H	4864.0	32.4	21.5	17.5	33.4	7.0	55.3	44.4	74.0	-18.7	Pass	54.0	-9.6	Pass
V	4864.0	32.9	24.0	17.5	33.4	7.0	55.8	46.9	74.0	-18.2	Pass	54.0	-7.1	Pass
H	7296.0	30.9	18.5	16.3	37.1	7.5	59.2	46.8	74.0	-14.8	Pass	54.0	-7.2	Pass
V	7296.0	31.7	18.5	16.3	37.1	7.5	60.0	46.8	74.0	-14.0	Pass	54.0	-7.2	Pass
H	9728.0	30.6	18.4	16.0	38.5	9.1	62.2	50.0	74.0	-11.8	Pass	54.0	-4.0	Pass
V	9728.0	30.8	18.2	16.0	38.5	9.1	62.4	49.8	74.0	-11.6	Pass	54.0	-4.2	Pass
<b>channel 11, 2462MHz</b>														
H	2390.0	31.8	18.8	19.7	28.6	4.5	45.2	32.2	74.0	-28.8	Pass	54.0	-21.8	Pass
V	2390.0	31.3	19.3	19.7	28.6	4.5	44.7	32.7	74.0	-29.3	Pass	54.0	-21.3	Pass
H	2487.7	37.6	30.2	19.9	29.0	4.2	50.9	43.5	74.0	-23.1	Pass	54.0	-10.5	Pass
V	2487.7	40.4	33.4	19.9	29.0	4.2	53.7	46.7	74.0	-20.3	Pass	54.0	-7.3	Pass
H	2500.0	39.8	36.0	20.0	29.1	4.2	53.1	49.3	74.0	-20.9	Pass	54.0	-4.7	Pass
V	2500.0	41.9	38.1	20.0	29.1	4.2	55.2	51.4	74.0	-18.8	Pass	54.0	-2.6	Pass
H	4924.0	32.4	23.2	17.6	33.5	6.8	55.1	45.9	74.0	-18.9	Pass	54.0	-8.1	Pass
V	4924.0	33.6	27.0	17.6	33.5	6.8	56.3	49.7	74.0	-17.7	Pass	54.0	-4.3	Pass
H	7386.0	31.6	18.3	16.6	37.2	7.8	60.0	46.7	74.0	-14.0	Pass	54.0	-7.3	Pass
V	7386.0	32.4	18.3	16.6	37.2	7.8	60.8	46.7	74.0	-13.2	Pass	54.0	-7.3	Pass
H	9848.0	31.4	18.5	15.9	38.9	9.5	63.9	51.0	74.0	-10.1	Pass	54.0	-3.0	Pass
V	9848.0	31.6	17.6	15.9	38.9	9.5	64.1	50.1	74.0	-9.9	Pass	54.0	-3.9	Pass

**Table Result:** Pass by -2.2 dB**Worst Freq:** 2500.0 MHz

Test Site: EMI Chamber 1

Cable 1: Asset #1505  
Preamp: BrownCable 2: Asset #1507  
Antenna: Black Horn

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Rev.10/5/2012

Spectrum Analyzers / Receivers /Preselectors		Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Rental SA #2		9kHz-26.5 GHz	E7405A	Agilent	MY45104194	rental	I	1/5/2013
<b>Radiated Emissions Sites</b>	EMI Chamber 1	FCC Code	IC Code	VCCI Code			Cat II	Calibration Due 2/16/2014
		719150	2762A-6	A-0015				
<b>Preamps /Couplers Attenuators / Filters</b>	Brown	Range	MN	Mfr	SN	Asset	Cat	Calibration Due 12/10/2012
		1-18GHz	CS	CS	N/A	1523	II	
<b>Antennas</b>	Black Horn	Range	MN	Mfr	SN	Asset	Cat	Calibration Due 6/29/2013
		1-18GHz	3115	EMCO	9703-5148	56	I	
<b>Cables</b>	Asset #1505	Range	Mfr		Cat	Calibration Due 2/9/2013		
	Asset #1507	9kHz - 18GHz	Florida RF		II			
		9kHz - 26.5GHz	Florida RF		II			1/31/2013
<b>Meteorological Meters</b>	Weather Clock (Pressure Only)	MN	Mfr	SN	Asset	Cat	Calibration Due	
	CHAMBER1 Thermohygrometer	BA928	Oregon Scientific	C3166-1	831	I		3/28/2013
		35519-044	Control Company	72457642	1345	II		8/19/2013

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

**Radiated Emissions Table**

Date: 09-Oct-12	Company: Ambient Technologies	Work Order: M2387													
Engineer: Edward Breen	EUT Desc: X-3200	EUT Operating Voltage/Frequency: 120V/60Hz													
Temp: 24.5°C	Humidity: 22%	Pressure: 1016mBar													
Measurement Distance: 3 m															
Notes: Intentional radiator operation within the band 5725-5850 MHz: wifi in 802.11b mode															
Antenna Polarization (H / V)	Frequency (MHz)	Peak Reading (dB $\mu$ V)	Average Reading (dB $\mu$ V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Peak Reading (dB $\mu$ V/m)	Adjusted Avg Reading (dB $\mu$ V/m)	FCC Class B High Frequency - Peak			FCC Class B High Frequency - Average			
									Limit (dB $\mu$ V/m)	Margin (dB)	Result (Pass/Fail)	Limit (dB $\mu$ V/m)	Margin (dB)	Result (Pass/Fail)	
channel 5745MHz	H	5460.0	35.1	19.5	17.4	34.8	6.9	59.4	43.8	74.0	-14.6	Pass	54.0	-10.2	Pass
	V	5460.0	34.0	18.5	17.4	34.8	6.9	58.3	42.8	74.0	-15.7	Pass	54.0	-11.2	Pass
channel 5785MHz	H	5460.0	30.4	16.8	17.4	34.8	6.9	54.7	41.1	74.0	-19.3	Pass	54.0	-12.9	Pass
	V	5460.0	30.6	16.8	17.4	34.8	6.9	54.9	41.1	74.0	-19.1	Pass	54.0	-12.9	Pass
channel 5825MHz	H	5460.0	30.0	16.9	17.4	34.8	6.9	54.3	41.2	74.0	-19.7	Pass	54.0	-12.8	Pass
	V	5460.0	29.8	16.9	17.4	34.8	6.9	54.1	41.2	74.0	-19.9	Pass	54.0	-12.8	Pass
<b>Table Result:</b>		Pass	by	-10.2 dB					<b>Worst Freq:</b>			5460.0 MHz			
Test Site: EMI Chamber 1		Cable 1: Asset #1505			Cable 2: Asset #1507				Antenna: Black Horn						

Rev.10/5/2012

Spectrum Analyzers / Receivers /Preselectors		Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Rental SA #2		9kHz-26.5 GHz	E7405A	Agilent	MY45104194	rental	I	1/5/2013
<b>Radiated Emissions Sites</b>	EMI Chamber 1	FCC Code	IC Code	VCCI Code			Cat II	Calibration Due 2/16/2014
		719150	2762A-6	A-0015				
<b>Preamps /Couplers Attenuators / Filters</b>	Brown	Range	MN	Mfr	SN	Asset	Cat	Calibration Due 12/10/2012
		1-18GHz	CS	CS	N/A	1523	II	
<b>Antennas</b>	Black Horn	Range	MN	Mfr	SN	Asset	Cat	Calibration Due 6/29/2013
		1-18GHz	3115	EMCO	9703-5148	56	I	
<b>Cables</b>	Asset #1505	Range	Mfr		Cat	Calibration Due 2/9/2013		
	Asset #1507	9kHz - 18GHz	Florida RF		II			
		9kHz - 26.5GHz	Florida RF		II			1/31/2013
<b>Meteorological Meters</b>	Weather Clock (Pressure Only)	MN	Mfr	SN	Asset	Cat	Calibration Due	
	CHAMBER1 Thermohygrometer	BA928	Oregon Scientific	C3166-1	831	I		3/28/2013
		35519-044	Control Company	72457642	1345	II		8/19/2013

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

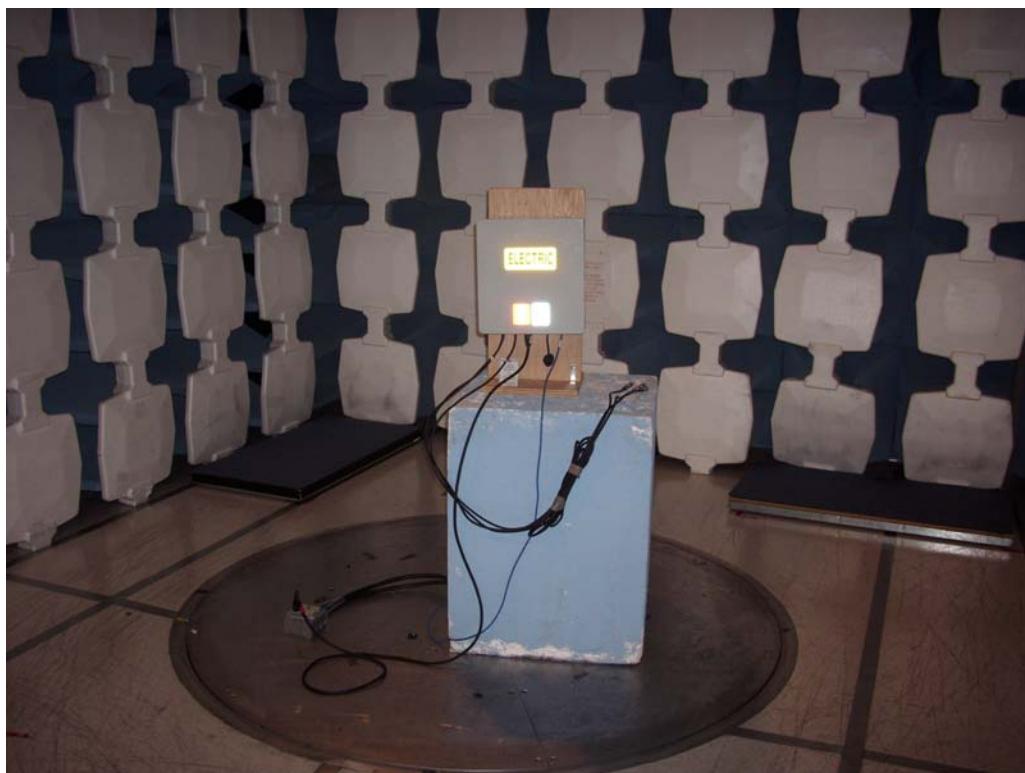


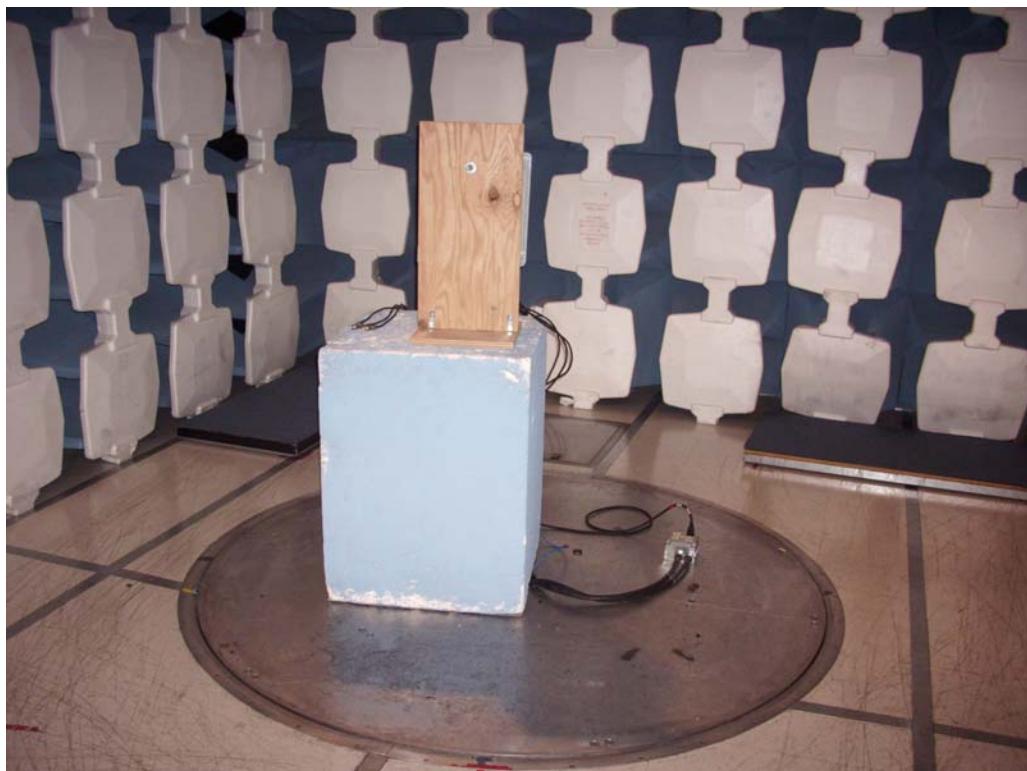
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**Radiated Emissions Setup Photograph(s):**





### ***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.



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Measurement	Expanded Uncertainty k=2	Maximum allowable uncertainty
Radiated Emissions (30-1000MHz) NIST CISPR	5.6dB 4.6dB	N/A 5.2dB (Ucisp)
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 CISPR	3.9dB 3.6dB	N/A 3.6dB (Ucisp)
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)	$3.23 \times 10^{-8}$	$1 \times 10^{-7}$
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		





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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-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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