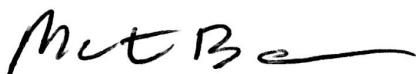
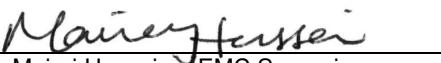




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Curtis-Straus LLC, a wholly owned subsidiary of BV CPS

# Test Report

Report No	EK1524-1
Client	ProxTalker.com, LLC
Address	327 Huntington Ave. Waterbury, CT 06708-1413
Phone	203-721-6074
Item tested	The LOAGAN BrailleCoach – Braille Teaching Device
Standards	FCC Part 15 Section 15.225, FCC Part 15 Subpart B, RSS 210 issue 8 and RSS GEN issue 3
FCC ID	W2BLGNBC1
FRN	0018402115
Equipment Type	Low Power Communications Device Transmitter
Equipment Code	DXX
Emission Designator	13M6N0N
Test Dates	December 28-29, 2010
Results	As detailed within this report
Prepared by	 Matthew Burman – Compliance Engineer
Authorized by	 Mairaj Hussain – EMC Supervisor
Issue Date	<u>December 30, 2010</u>
Conditions of Issue	This Test Report is issued subject to the conditions stated in the 'Conditions of Testing' section on page 13 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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## Test Methodology

Radiated emission testing was performed according to the procedures specified in ANSI C63.10 (2009) and RSS-GEN. Emissions were maximized by rotating the system around its 3 orthogonal axis as well as varying the test antenna's height and polarity.

Frequency range investigated: 0.009MHz – 1000MHz

Measurement distance:	0.15 - 30MHz	AC Mains Conducted
	0.009 – 30MHz	3m (loop antenna)
	30MHz – 1000MHz	3m

All readings are peak unless otherwise specified on the respective table.

Dan Driscoll from ProxTalker.com, LLC was present during the testing. The test sample was received in good condition.

Verification for the unintentional radiator portion of the product under test was also evaluated in the test report.

EUT transmits and receives at the same time.

EUT was tested with fresh batteries.

### Release Control Record

Issue No. 1 Reason for change Original Release

Date Issued  
June 1, 2010

**Product Tested - Configuration Documentation**

EUT Configuration										
Work Order: K1524										
Company: ProxTalker.com, LLC										
Company Address: 327 Huntington Ave. Waterbury, CT 06708-1413										
Contact: Dan Driscoll										
Person Present: Dan Driscoll										
EUT Configuration										
EUT: LBC1										
EUT Description: The LOGAN BrailleCoach - Braille Teaching Device										
EUT Tx Frequency: 13.56MHz										
Support Equipment:										
Headphones MDR-W014										
EUT Ports:										
Port Label	Port Type	No. of ports	No. Populated	Cable Type	Shielded	Ferrites	Length	Max Length	In/Out NEBS Type	Unpopulated Reason
Headphones	rca	1	1	headphone	no	none	2'	2m	indoor	
Software / Operating Mode Description:										
EUT says the word identified on the RFID card										

### ***Statement of Conformity***

The LOAGAN BrailleCoach – Braille Teaching Device has been found to conform to the following parts of 47 CFR and RSS-210 as detailed below:

RSS-GEN	RSS 210	Part 15	Comments
5.3		15.15(b)	There are no controls accessible to the user that varies the output power.
5.2		15.19	The label is shown in the label exhibit.
7.1.5		15.21	Information to the user is shown in the instruction manual exhibit.
		15.27	No special accessories are required for compliance.
		15.31	The EUT was tested in accordance with the measurement standards in this section.
		15.33	Frequency range was investigated according to this section, unless noted in specific rule section under which the equipment operates.
		15.35	The EUT emissions were measured using the measurement detector and bandwidth specified in this section, unless noted in specific rule section under which the equipment operates.
7.1.4		15.203	The antenna for this device is hardwired to the PCB.
	2.6	15.205 15.209	The fundamental is not in a Restricted band and the spurious and harmonic emissions in the Restricted bands comply with the general emission limits of 15.209.
	Annex 2	15.225	The unit complies with the requirements of 15.225
4.6.1			Occupied Bandwidth measurements were made.

## Test Results

### Fundamental Measurement

#### LIMITS

Frequency Range (MHz)	Limit @ 30m (µV/m)	Limit @ 30m (dBµV/m)
13.553-13.567	15,848	83.9
13.410-13.553	334	50.4
13.567-13.710		
13.110-13.410	106	40.5
13.710-14.010		

[15.225(a-c)]

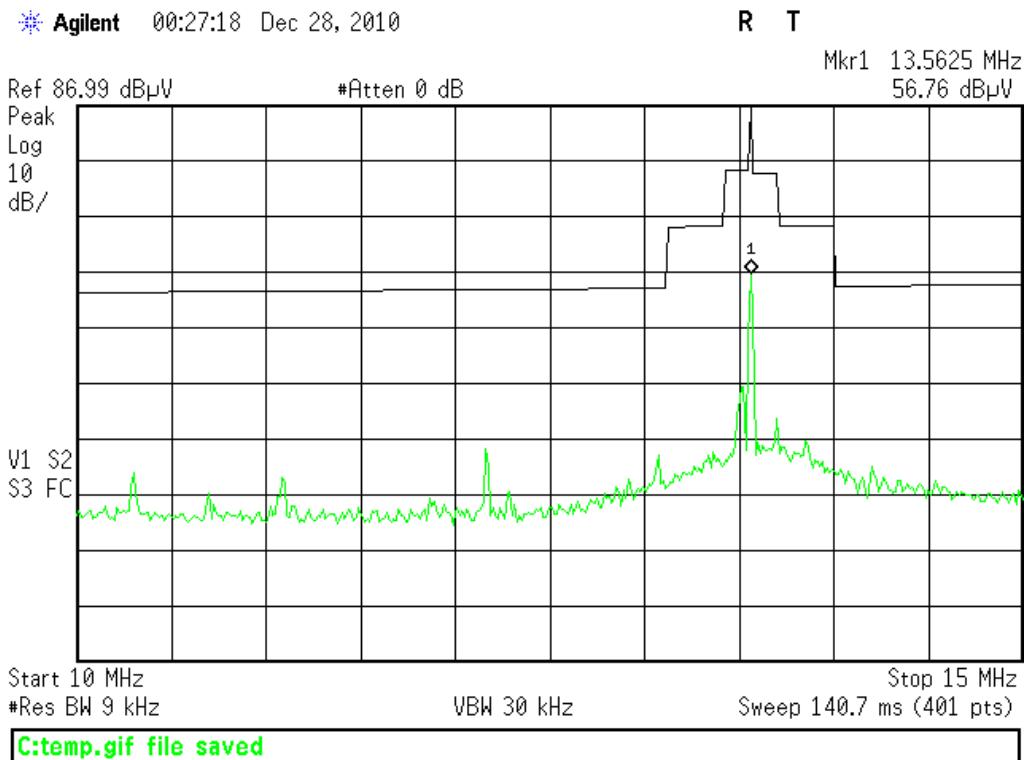
## MEASUREMENTS

### Fundamental Field Strength

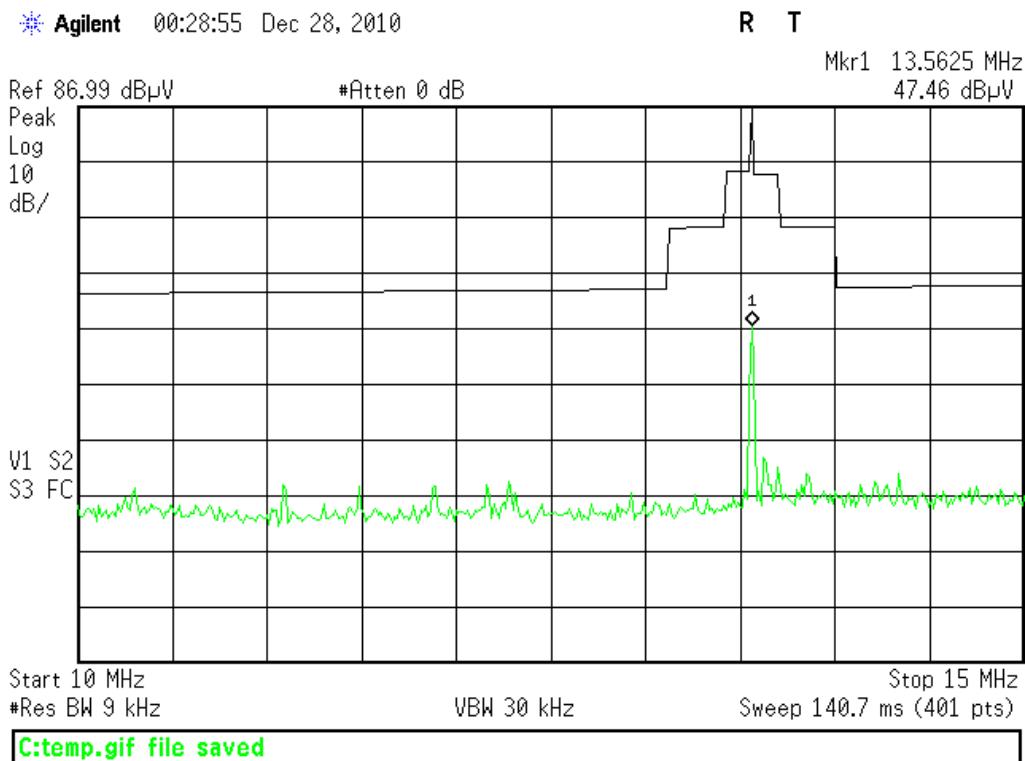
Date: 28-Dec-10	Company: ProxTalker.com, LLC	Work Order: K1524												
Engineer: Matthew Burman	EUT Desc: Braille Teaching Device	EUT Operating Voltage/Frequency: Battery Powered												
Temp: 18.8°C	Humidity: 21%	Pressure: 1009mBar												
Frequency Range: 13.56MHz		Measurement Distance: 3 m												
Notes: Fundamental														
Antenna Polarization (0° - 90°)	Frequency (MHz)	Reading (dBµV)	Preamp Factor (dB)	Antenna Factor (dBm)	Cable Factor (dB)	Adjusted Reading (dBµV/m)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)	Limit (dBµV/m)	Margin (dB)	Result (Pass/Fail)		
90	13.561	47.5	24.6	39.6	0.2	62.7	---	---	---	123.9	-61.2	Pass		
0	13.561	56.8	24.6	39.6	0.2	72.0	---	---	---	123.9	-51.9	Pass		
Table Result: Pass by -51.9 dB			Worst Freq: 13.561 MHz			Cable 1: EMR-03			Cable 2: ---			Cable 3: ---		
Test Site: 1DCC-OATS-3M-I			Analyzer: Asset #1328			Preamp: Blue-Blk			Antenna: Sm Loop (high)			Preselector: ---		

Spectral mask limit drawn with adjusted limits.

## ANALYZER PLOT



0 degree orientation



90 degree orientation

## Radiated Spurious Emissions

### LIMITS

*"The field strength of any emissions appearing outside of the 13.110-14.010 MHz band shall not exceed the general radiated emission limits in § 15.209"* [15.225(d)]

## MEASUREMENTS

### Radiated Emissions Table

Date: 28-Dec-10	Company: ProxTalker.com, LLC	Work Order: K1524										
Engineer: Matthew Burman	EUT Desc: Braille Teaching Device	EUT Operating Voltage/Frequency: Battery Powered										
Temp: 18.8°C	Humidity: 21%	Pressure: 1009mBar										
Frequency Range: 9-150kHz		Measurement Distance: 3 m										
Notes:												
Antenna Polarization (0°- 90°)	Frequency (MHz)	Reading (dB <sub>μ</sub> V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dB <sub>μ</sub> V/m)	Limit (dB <sub>μ</sub> V/m)	Margin (dB)	Result (Pass/Fail)	Limit (dB <sub>μ</sub> V/m)	Margin (dB)	Result (Pass/Fail)
no emissions found						---	---	---	---			
<b>Table Result:</b> --- by --- dB			<b>Worst Freq:</b> --- MHz									
Test Site: 1DCC-OATS-3M-I			Cable 1: EMIR-03			Cable 2: ---			Cable 3: ---			
Analyzer: Asset #1328			Preamp: Blue-Blk			Antenna: Sm Loop (low)			Preselector: ---			

### Radiated Emissions Table

Date: 28-Dec-10	Company: ProxTalker.com, LLC	Work Order: K1524										
Engineer: Matthew Burman	EUT Desc: Braille Teaching Device	EUT Operating Voltage/Frequency: Battery Powered										
Temp: 18.8°C	Humidity: 21%	Pressure: 1009mBar										
Frequency Range: 150kHz - 30MHz		Measurement Distance: 3 m										
Notes:												
Antenna Polarization (0°- 90°)	Frequency (MHz)	Reading (dB <sub>μ</sub> V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dB <sub>μ</sub> V/m)	Limit (dB <sub>μ</sub> V/m)	Margin (dB)	Result (Pass/Fail)	Limit (dB <sub>μ</sub> V/m)	Margin (dB)	Result (Pass/Fail)
0- nf	27.125	31.5	24.9	38.0	0.3	44.9	---	---	---	69.5	-24.7	Pass
<b>Table Result:</b> Pass by -24.7 dB			<b>Worst Freq:</b> 27.125 MHz									
Test Site: 1DCC-OATS-3M-I			Cable 1: EMIR-03			Cable 2: ---			Cable 3: ---			
Analyzer: Asset #1328			Preamp: Blue-Blk			Antenna: Sm Loop (high)			Preselector: ---			

### Radiated Emissions Table

Date: 28-Dec-10	Company: ProxTalker.com, LLC	Work Order: K1524										
Engineer: Matthew Burman	EUT Desc: Braille Teaching Device	EUT Operating Voltage/Frequency: Battery Powered										
Temp: 18.8°C	Humidity: 21%	Pressure: 1009mBar										
Frequency Range: 30-1000MHz		Measurement Distance: 3 m										
Notes: Receive and Transmit together												
EUT Max Freq: 12MHz												
Antenna Polarization (H / V)	Frequency (MHz)	Reading (dB <sub>μ</sub> V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dB <sub>μ</sub> V/m)	Limit (dB <sub>μ</sub> V/m)	Margin (dB)	Result (Pass/Fail)	Limit (dB <sub>μ</sub> V/m)	Margin (dB)	Result (Pass/Fail)
v	81.3325	44.5	25.0	8.0	0.6	28.1	40.5	-12.4	Pass	40.0	-11.9	Pass
v	170.19	28.4	24.6	10.3	0.8	14.9	40.5	-25.6	Pass	43.5	-28.6	Pass
v	372.84	25.2	24.2	15.7	1.3	18.0	47.5	-29.6	Pass	46.0	-28.1	Pass
v	397.02	26.5	24.8	16.2	1.3	19.2	47.5	-28.4	Pass	46.0	-26.9	Pass
v	421.0	18.2	24.7	17.3	1.4	12.2	47.5	-35.3	Pass	46.0	-33.8	Pass
v	480.6	34.6	24.9	17.7	1.5	28.9	47.5	-18.6	Pass	46.0	-17.1	Pass
v	492.625	31.7	24.9	17.9	1.5	26.2	47.5	-21.3	Pass	46.0	-19.8	Pass
v	516.8	15.2	24.8	18.0	1.5	9.9	47.5	-37.6	Pass	46.0	-36.1	Pass
v	528.65	45.8	24.8	18.3	1.6	40.9	47.5	-6.7	Pass	46.0	-5.2	Pass
v	540.7	23.7	24.8	18.6	1.6	19.1	47.5	-28.4	Pass	46.0	-26.9	Pass
v	576.7	35.2	24.2	19.1	1.6	31.7	47.5	-15.8	Pass	46.0	-14.3	Pass
v	588.85	23.4	24.1	19.2	1.6	20.1	47.5	-27.4	Pass	46.0	-25.9	Pass
v	624.9	23.9	23.9	19.5	1.7	21.2	47.5	-26.3	Pass	46.0	-24.8	Pass
v	672.9	34.6	23.9	19.5	1.7	31.9	47.5	-15.6	Pass	46.0	-14.1	Pass
v	733.0	39.3	23.6	20.2	1.9	37.8	47.5	-9.7	Pass	46.0	-8.2	Pass
v	745.0	41.8	23.5	20.3	1.9	40.5	47.5	-7.0	Pass	46.0	-5.5	Pass
v	757.15	34.8	23.5	20.5	1.9	33.7	47.5	-13.8	Pass	46.0	-12.3	Pass
v	769.2	34.7	23.5	20.6	1.9	33.7	47.5	-13.8	Pass	46.0	-12.3	Pass
v	793.1	40.5	23.6	20.6	1.9	39.4	47.5	-8.1	Pass	46.0	-6.6	Pass
v	805.2	37.1	23.7	20.8	2.0	36.2	47.5	-11.3	Pass	46.0	-9.8	Pass
v	817.3	24.0	23.9	20.9	2.0	23.0	47.5	-24.5	Pass	46.0	-23.0	Pass
v	913.45	22.1	24.0	21.7	2.2	22.0	47.5	-25.5	Pass	46.0	-24.0	Pass
v	949.45	27.9	24.0	22.2	2.2	28.3	47.5	-19.2	Pass	46.0	-17.7	Pass
<b>Table Result:</b> Pass by -5.2 dB			<b>Worst Freq:</b> 528.65 MHz									
Test Site: 1DCC-OATS-3M-I			Cable 1: EMIR-03			Cable 2: ---			Cable 3: ---			
Analyzer: Asset #1328			Preamp: Blue-Blk			Antenna: Grn-Red			Preselector: ---			

## Frequency Stability

### Limit

The frequency tolerance of the carrier signal shall be maintained within 0.01% of the operating frequency over a temperature variation of – 20 degrees to +50 degrees C at normal supply voltage..[15.225(e)]

**K1524**  
ProxTalker.com, LLC

**Test Engineer:** Matthew Burman

**Site:** Large Environmental Chamber

**Spectrum Analyzer:** Gold

**Cable:** EMIR-12

**Preamp:** Orange

**Antenna:** Small Loop (High)

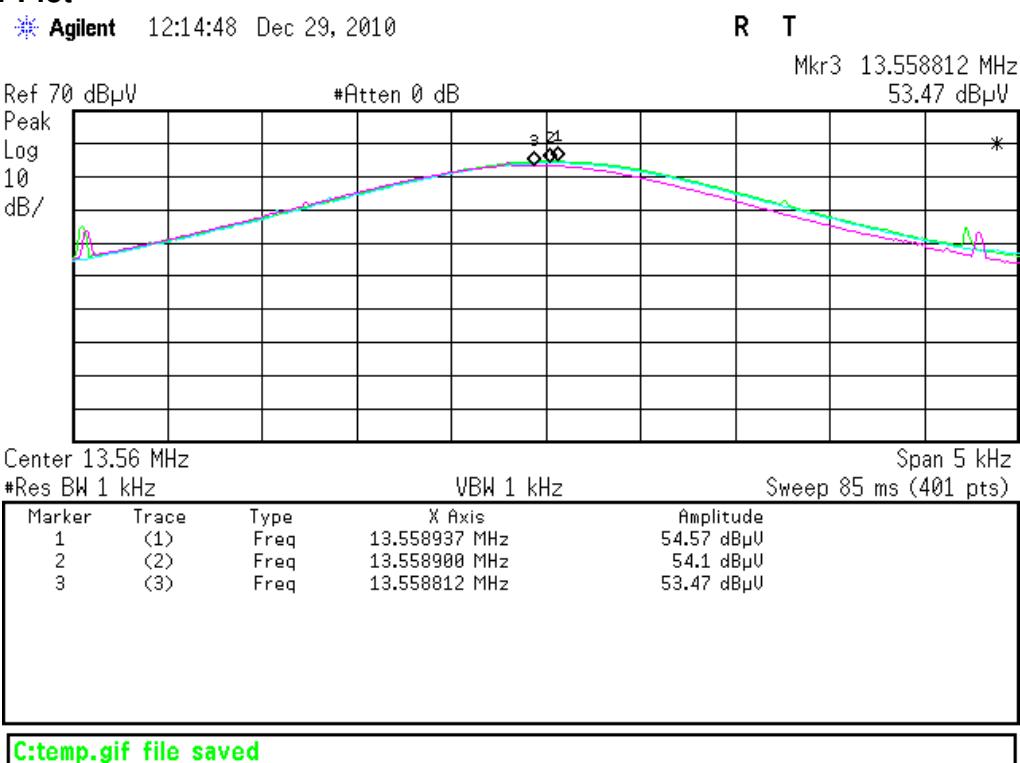
**Antenna Distance:** 1m

**EUT Power:** Battery Powered - No voltage variation required

EUT tested with fresh batteries

Temperature (°C)	Frequency(MHz)	Deviation	Limit(MHz)	Margin	Pass/Fail
20	13.558900				
-20	13.558937	0.000037	0.0001	0.000063	Pass
50	13.558812	0.000088	0.0001	0.000012	Pass

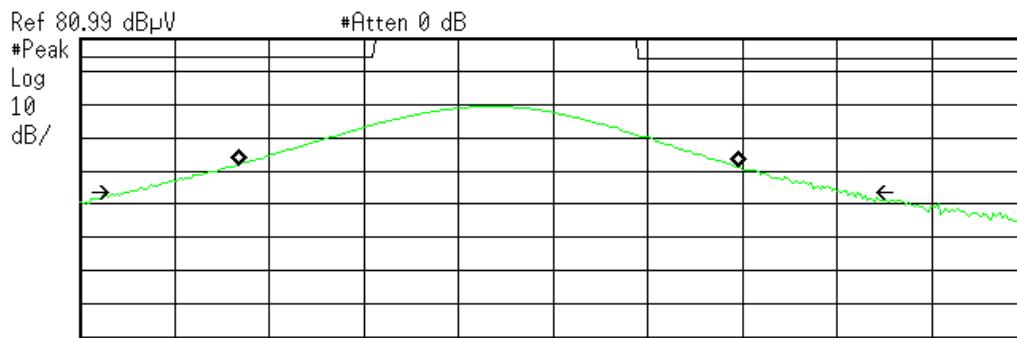
### Analyzer Plot



**Occupied Bandwidth**

Agilent 00:24:27 Dec 28, 2010

R T

**Occupied Bandwidth**  
26.4530 kHz**Occ BW % Pwr** 99.00 %  
**x dB** -26.00 dBTransmit Freq Error -3.455 kHz  
x dB Bandwidth 38.886 kHz

C:\temp.gif file saved

## Test Equipment Used

Rev: 20-Dec-2010

	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
<b>Spectrum Analyzers / Receivers /Preselectors</b>							
SA EMI Chamber (1328) Gold	9kHz-13.2 GHz 100Hz-26.5 GHz	E4405B E4407B	Agilent Agilent	MY44210241 MY45113816	1328 1284	I I	16-Jan-2011 9-Apr-2011
<b>Radiated Emissions Sites</b>	<b>FCC Code</b>	<b>IC Code</b>	<b>VCCI Code</b>			<b>Cat</b>	<b>Calibration Due</b>
1DCC-OATS-3M-II	719150	2762A-10	NA			II	5-Oct-2012
<b>Preamps /Couplers Attenuators / Filters</b>	<b>Range</b>	<b>MN</b>	<b>Mfr</b>	<b>SN</b>	<b>Asset</b>	<b>Cat</b>	<b>Calibration Due</b>
Orange Blue-Black	0.009-2000MHz 0.009-2000MHz	ZFL-1000-LN ZFL-1000-LN	CS CS	N/A N/A	765 800	II II	21-Sep-2011 9-Sep-2011
<b>Antennas</b>	<b>Range</b>	<b>MN</b>	<b>Mfr</b>	<b>SN</b>	<b>Asset</b>	<b>Cat</b>	<b>Calibration Due</b>
Green-Red Biolog Small Loop	30-2000MHz 10kHz-30MHz	CBL6112B PLA-130/A	Chase ARA	2435 1024	990 755	I I	30-Jun-2012 26-Mar-2012
<b>Chambers and Stripline</b>		<b>MN</b>	<b>Mfr</b>	<b>SN</b>	<b>Asset</b>	<b>Cat</b>	<b>Calibration Due</b>
Environmental (Safety) Environmental (Safety)		SGTH-31S ECL5	B-M-A Inc. B-M-A Inc.	2245 2041	321 29	I I	22-Apr-2011 22-Apr-2011
<b>Meteorological Meters</b>		<b>MN</b>	<b>Mfr</b>	<b>SN</b>	<b>Asset</b>	<b>Cat</b>	<b>Calibration Due</b>
Temp./Humidity/Atm. Pressure Gauge 1DCC-OATS-3M-I Thermohygrometer		7400 Perception II 35519-044	Davis Control Company	N/A 72457635	965 1334	I II	6-Apr-2011 18-Aug-2011
<b>Cables</b>	<b>Range</b>		<b>Mfr</b>			<b>Cat</b>	<b>Calibration Due</b>
REMI-03 REMI-12	9kHz - 2GHz 9kHz - 2GHz		C-S C-S			II II	15-Sep-2011 17-Sep-2011

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

## Conditions Of Testing

[Bureau Veritas Consumer Products Services, Inc., a Massachusetts corporation], and/or its affiliates (collectively, the "Company") will conduct, at the request of the Submitter ("Client"), the tests specified on the submitted Test Request Form or equivalent in accordance with, and subject to, the following terms and conditions (collectively, "Conditions"):

1. All orders for tests are subject to acceptance by the Company, and no order will constitute a binding commitment of the Company unless and until such order is accepted by it, as evidenced by the issuance of a written report ("Test Report") by the Company. The Test Report is issued solely by the Company, is intended for the exclusive use of Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of the Company. By submitting a request for services to the Company, Client consents to the disclosure to accreditation bodies of those records of Client relevant to the accreditation body's assessment of the Company's competence and compliance with relevant accreditation criteria. The Company shall not be liable for any loss or damage whatsoever resulting from the failure of the Company to provide its services within any time period for completion estimated by the Company. If Client anticipates using the Test Report in any legal proceeding, arbitration, dispute resolution forum or other proceeding, it shall so notify the Company prior to submitting the Test Report in such proceeding. The Company has no obligation to provide a fact or expert witness at such proceeding unless the Company agrees in advance to do so for a separate and additional fee.
2. The Test Report will set forth the findings of the Company solely with respect to the test samples identified therein. Unless specifically and expressly indicated in the Test Report, the results set forth in such Test Report are not intended to be indicative or representative of the quality or characteristics of the lot from which a test sample is taken, and Client shall not rely upon the Test Report as being so indicative or representative of the lot or of the tested product in general. The Test Report will reflect the findings of the Company at the time of testing only, and the Company shall have no obligation to update the Test Report after its issuance. The Test Report will set forth the results of the tests performed by the Company based upon the written information provided to the Company. The Test Report will be based solely on the samples and written information submitted to the Company by Client, and the Company shall not be obligated to conduct any independent investigation or inquiry with respect thereto.
3. The Company may, in its sole discretion, destroy samples which have been furnished to the Company for testing and which have not been destroyed in the course of testing. The Company may delegate the performance of all or a portion of the services contemplated hereunder to an affiliate, agent or subcontractor of the Company, and Client consents to such delegation.
4. These Conditions and the Test Report represent the entire understanding of the parties hereto with respect to the subject matter hereof and of the Test Report, and no modification, variance or extrapolation with respect thereto shall be permitted without the prior written consent of the Company.
5. The names, service marks, trademarks and copyrights of the Company and its affiliates, including the names "**BUREAU VERITAS**," "**BUREAU VERITAS CONSUMER PRODUCTS SERVICES**," "**BVCPs**," "**MTL**," "**ACTS**," "**MTL-ACTS**" and **CURTIS-STRAUS** (collectively, the "Marks") are and shall remain the sole property of the Company or its affiliates and shall not be used by Client except solely to the extent that Client obtains the prior written approval of the Company and then only in the manner prescribed by the Company. Client shall not contest the validity of the Marks or take any action that might impair the value or goodwill associated with the Marks or the image or reputation of the Company or its affiliates.
6. Payment in full shall be due 30 days after the date of invoice. Interest shall be due on overdue amounts from the due date until paid at an interest rate of 1.5% per month or, if less, the maximum rate permitted by law. The Company reserves the right, at any time and from time to time, to revoke any credit extended to Client. Client shall reimburse the Company for any costs it incurs in collecting past due amounts, including court costs and fees and expenses of attorneys and collection agencies. The Test Report may not be used or relied upon by Client if and for so long as Client fails to pay when due any invoice issued by the Company or any affiliate of it to Client or any affiliate or subsidiary of Client together with interest and penalties, if any, accrued thereon.
7. The Company disclaims any and all responsibility or liability arising out of or in connection with e-mail transmissions of such information.
8. Client understands and agrees that the Company is neither an insurer nor a guarantor, that the Company does not take the place of Client or any designer, manufacturer, agent, buyer, distributor or transportation or shipping company, and that the Company disclaims all liability in such capacities. Client further understands that if it seeks assurance against loss or damage, it should obtain appropriate insurance.
9. Client agrees that the Company, by providing the services, does not take the place of Client nor any third party, nor does the Company release them from any of their obligations, nor does the Company otherwise assume, abridge, abrogate or undertake to discharge any duty of any third party to Client or any duty of Client or any third party to any other third party, and Client will not release any third party from its obligations and duties with respect to the tested goods.
10. Client shall, on a timely basis, (a) provide adequate instructions to the Company in order to enable the Company to perform properly its services, (b) provide, or cause Client's suppliers and contractors to provide, the Company with all documents necessary to enable the Company to perform its services, (c) furnish the Company with all relevant information regarding Client's intended use and purposes of the tested goods, (d) advise the Company of essential dates and deadlines relevant to the tested goods and (e) fully exercise all rights and remedies available to Client against third parties in respect of the tested goods.
11. The Company shall undertake due care and ordinary skill in the performance of its services to Client, and the Company shall accept responsibility only were such skill has not been exercised and, even in such event, only to the extent of the limitation of liability set forth herein.
12. If Client desires to assert a claim arising from or relating to (i) the performance, purported performance or non-performance of any services by the Company or (ii) the sale, resale, manufacture, distribution or use of any tested goods, it must submit that claim to the Company in a writing that sets forth with particularity the basis for such claim within 60 days from discovery of the potential claim and not more than six months after the date of issuance of the Test Report to Client. Client waives any and all such claims including, without limitation, claims that the Test Report is inaccurate, incomplete or misleading or that additional or different testing is required, unless and then only to the extent that Client submits a written claim to the Company within both such time periods.

13. CLIENT SHALL, EXCEPT TO THE EXTENT OF COMPANY'S LIABILITY TO CLIENT HEREUNDER (WHICH IN NO EVENT SHALL EXCEED THE LIMITATION OF LIABILITY HEREIN), HOLD HARMLESS AND INDEMNIFY THE COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS AGAINST ALL ACTUAL OR ALLEGED THIRD PARTY CLAIMS FOR LOSS, DAMAGE OR EXPENSE OF WHATSOEVER NATURE AND HOWSOEVER ARISING FROM OR RELATING TO (i) THE PERFORMANCE, PURPORTED PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES BY THE COMPANY OR (ii) THE SALE, RESALE, MANUFACTURE, DISTRIBUTION OR USE OF ANY TESTED GOODS.

14. EXCEPT AS MAY OTHERWISE BE EXPRESSLY AGREED TO IN WRITING BY THE COMPANY AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN OR IN ANY TEST REPORT, NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS MADE.

15. (A) IN NO EVENT WHATSOEVER SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THE TEST REPORT OR THE SERVICES PROVIDED BY THE COMPANY HEREUNDER, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO PROPERTY; LOSS OF INCOME, PROFIT OR USE; OR ANY CLAIMS OR DEMANDS MADE AGAINST CLIENT OR ANY OTHER PERSON BY ANY THIRD PARTY IN CONNECTION WITH, RELATING TO OR ARISING OUT OF THE SERVICES PROVIDED BY THE COMPANY HEREUNDER.

(B) NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN, AND IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO CLIENT AND THE COMPANY ASSOCIATED WITH THE TESTING SERVICES CONTEMPLATED HEREBY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT UNDER NO CIRCUMSTANCES WHATSOEVER SHALL THE LIABILITY OF THE COMPANY TO CLIENT OR ANY THIRD PARTY IN RESPECT OF ANY CLAIM FOR LOSS, DAMAGE OR EXPENSE, OF WHATSOEVER NATURE OR MAGNITUDE, AND HOWSOEVER ARISING, EXCEED AN AMOUNT EQUAL TO FIVE (5) TIMES THE AMOUNT OF THE FEES PAID TO THE COMPANY FOR THE SPECIFIC SERVICES WHICH GAVE RISE TO SUCH CLAIM OR U.S.\$10,000, WHICHEVER IS THE LESSER AMOUNT.

16. The Company shall not be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from any event of force majeure or any event outside the control of the Company. If any such event occurs, the Company may immediately cancel or suspend its performance hereunder without incurring any liability whatsoever to Client.

17. Company's services, including these Conditions, shall be governed by, and construed in accordance with, the local laws of the country where the Company performs the tests or, in the case of tests performed in the United States of America, the laws of Massachusetts without regard to conflicts of laws principles. If any aspect(s) of these Conditions is found to be illegal or unenforceable, the validity, legality and enforceability of all remaining aspects of these Conditions shall not in any way be affected or impaired thereby. Any proceeding related to the subject matter hereof shall be brought, if at all, in the courts of the country where the Company performs the tests or, in the case of tests performed in the United States of America, in the courts of Massachusetts. Client waives the right to interpose any counterclaim or setoffs of any nature in any litigation arising hereunder.

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