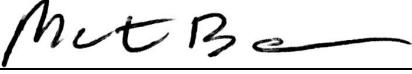
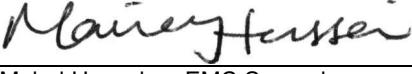




Test Report

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

Report No	EK0102-1
Client	StreetSmart Technology, LLC
Address	245 Town Park Drive, Suite 525 Kennesaw, GA 30144
Phone	404-55-142
Items tested	900MHz PMI System
FCC ID	YAC-PMI900
IC ID	8830A-PMI900
FRN	0019468180
Equipment Type	DSS
Equipment Code	Part 15, Frequency Hopping Spread Spectrum Transmitter
FCC/IC Rule Parts	47 CFR 15.247, RSS 210 issue 7 and RSS GEN issue 2
Test Dates	February 8-10, 2010
Results	As detailed within this report
Prepared by	 Matthew Burman – Test Engineer
Authorized by	 Mairaj Hussain – EMC Supervisor
Issue Date	<u>May 7, 2010</u>
Conditions of Issue	This Test Report is issued subject to the conditions stated in the 'Conditions of Testing' section on page 27 of this report.

Curtis-Straus LLC is accredited to ISO/IEC 17025 by A2LA for the specific scope of accreditation under Certificate Number 1627-01. This report may contain data which is not covered by the A2LA accreditation. See our scope of accreditation at the end of this test report. Any opinions or interpretations expressed in this report are outside the scope of our A2LA accreditation as A2LA only accredits testing.

Testing Cert. No. 1627-01

Curtis-Straus • 527 Great Road • Littleton, MA • TEL (978) 486-8880 • FAX (978) 486-8828



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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 15.247 and RSS-210. The product is the 900MHz PMI System. It is a transmitter that operates in the range 905-925MHz.

We found that the product met the above requirements with modification (see Modifications Required for Compliance Section). Josh Schadel from StreetSmart Technology was present during the testing. The test sample was received in good condition.

Test Methodology

Radiated emission testing was performed according to the procedures specified in ANSI C63.4 (2003) and RSS-GEN. 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.

Conducted emission at the antenna port was performed, as required by rule section.

The transmitter being tested is a modular device that will be placed inside parking meter housings. Depending upon the amount of transmitting parking meters in a location, the client will configure the transmission to either be in the range of 902-915Mhz, or 915-928MHz.

The EUT is battery operated, and testing was performed with fresh batteries.

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
June 28, 2010

Product Tested - Configuration Documentation

EUT Configuration								
Work Order: K0102 Company: StreetSmart Technology, LLC. Company Address: 245 Town Park Drive Suite 525 Kennesaw, GA 30144 Contact: Timothy Pierson Person Present: Josh Schnadel								
EUT: 840-0022-01 EUT Description: 900MHz PMI System EUT Tx Frequency: 905-925MHz								
Support Equipment:								
Gateway 840-0015-01 Sample 1 Dell Monitor E550 MY-07753T-46632-035-2022 Dell PC DHM 3FHR011 Microsoft Mouse 98952 00133885 Dell Keyboard SK-8100 MY-09C487-38843-19K-2884								
EUT Ports:								
Port Label	Port Type	No. of ports	No. Populated	Cable Type	Max Length	In/Out	NEBS Type	Unpopulated Reason
sensor cable	sensor	1	1	24awg	1m	30ft	outdoor	
Software / Operating Mode Description:								
The product is a system that is installed within a parking meter housing. Parking transaction information is transmitted to a gateway device over a radio link. The radio is in sleep mode unless a data packet needs to be sent. For testing purposes, the information is constantly transmitting, either on discrete frequencies or performing FHSS.								

Statement of Conformity

The 900MHz PMI System 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.
4.1		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 8	15.247	The unit complies with the requirements of 15.247
4.6.1			Occupied Bandwidth measurements were made.

Modifications Required for Compliance

To comply with the requirements of 15.247(d), that intentional radiated emissions must meet the general emissions limits of 15.209 within the restricted bands in 15.205 the following modifications must be implemented:

To comply, components L7 was replaced from 10nH to 330 ohm, L10 and L12 were switched from 22uH to 10uH on the power filter to RF amplifier.

Test Results

Bandwidth

LIMIT

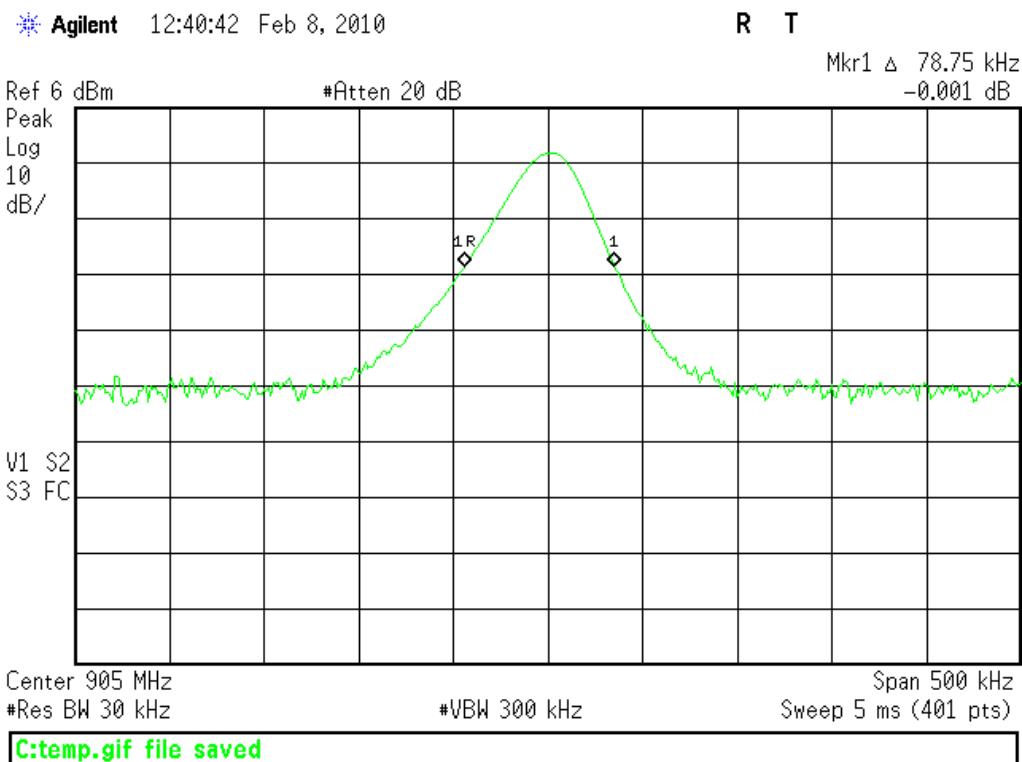
The 20dB bandwidth of the hopping channel is less than 250kHz, the system shall use at least 50 hopping frequencies. [15.247(a) (1) (i)]

MEASUREMENTS / RESULTS

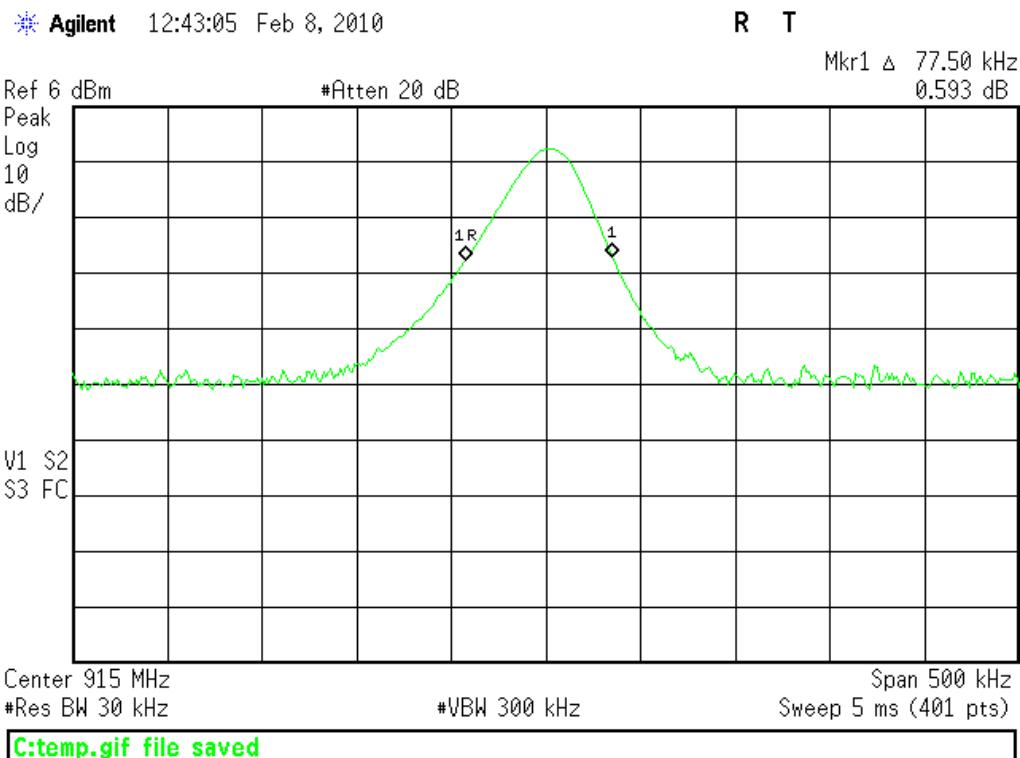
Bandwidth							Work Order: K0102					
Date: 08-Feb-10			Company: Street Smart			EUT Operating Voltage/Frequency: Battery Powered						
Engineer: Matthew Burman			EUT Desc: Parking Meter									
Temp: 16.6°C			Humidity: 25%			Pressure: 1010mBar						
Frequency Range: 902-928MHz							Measurement Distance: Conductive					
Notes: RBW = 30kHz RBW > 0.1% of 20dB bandwidth The maximum allowed 20dB bandwidth of the hopping channel is 500kHz							if the 20dB bandwidth of the hopping channel is less than 250kHz, the system shall use at least 50 hopping frequencies.					
VBW = 100kHz												
						FCC Section 15.247 (a(i))						
Frequency (MHz)	Reading (kHz)											
905.0	78.8	---	---	---	---	---	---	250.0	-171.3	Pass		
915.0	77.5	---	---	---	---	---	---	250.0	-172.5	Pass		
925.0	80.0	---	---	---	---	---	---	250.0	-170.0	Pass		
Test Site: CEMI04			Cable 1: EMIR-HIGH-06									
Analyzer: Rental #1			Attenuator: PE7019-20									

PLOT

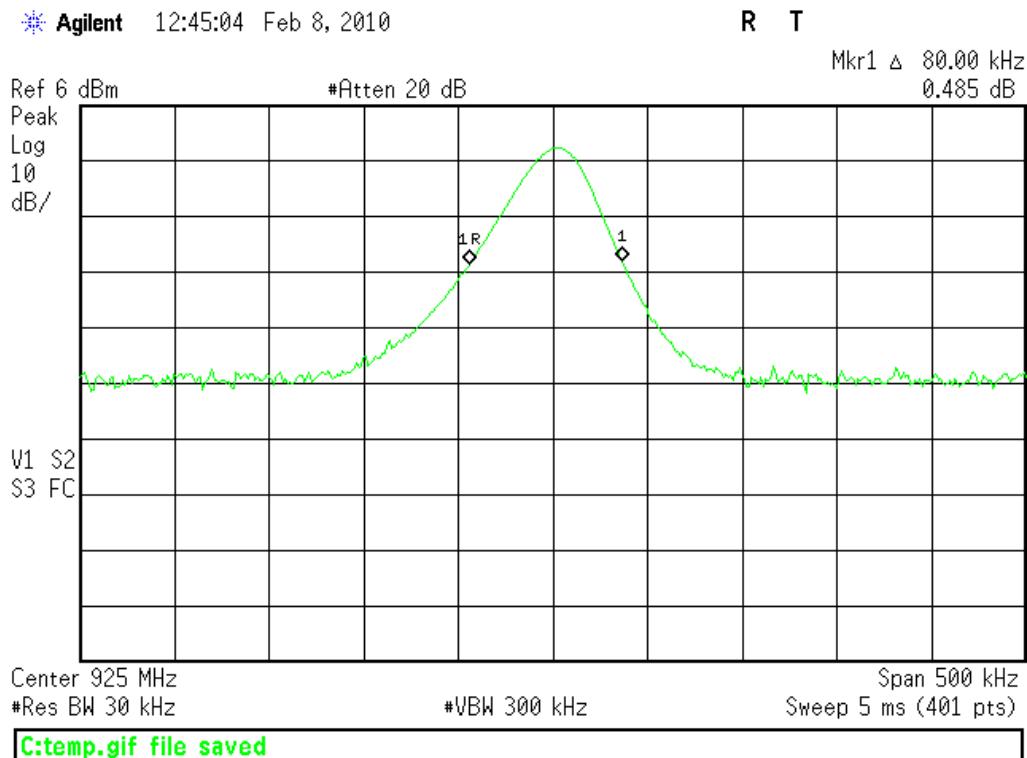
Low Channel



Mid Channel



High Channel



Frequency Hopping Requirements

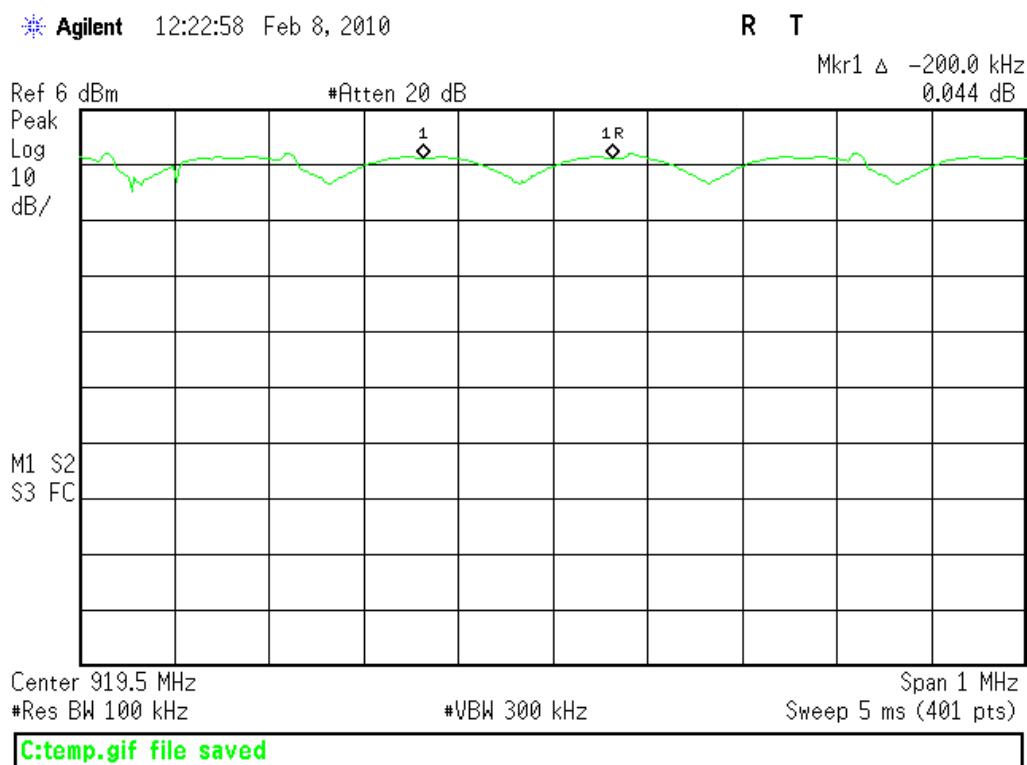
Channel Spacing

Frequency hopping systems shall have hopping channel carrier frequencies separated by a minimum of 25kHz or the 20dB bandwidth of the hopping channel, whichever is greater.

[15.247 (a) (1)]

Plots

Channel spacing between carrier frequencies of 200kHz > 20dB bandwidth



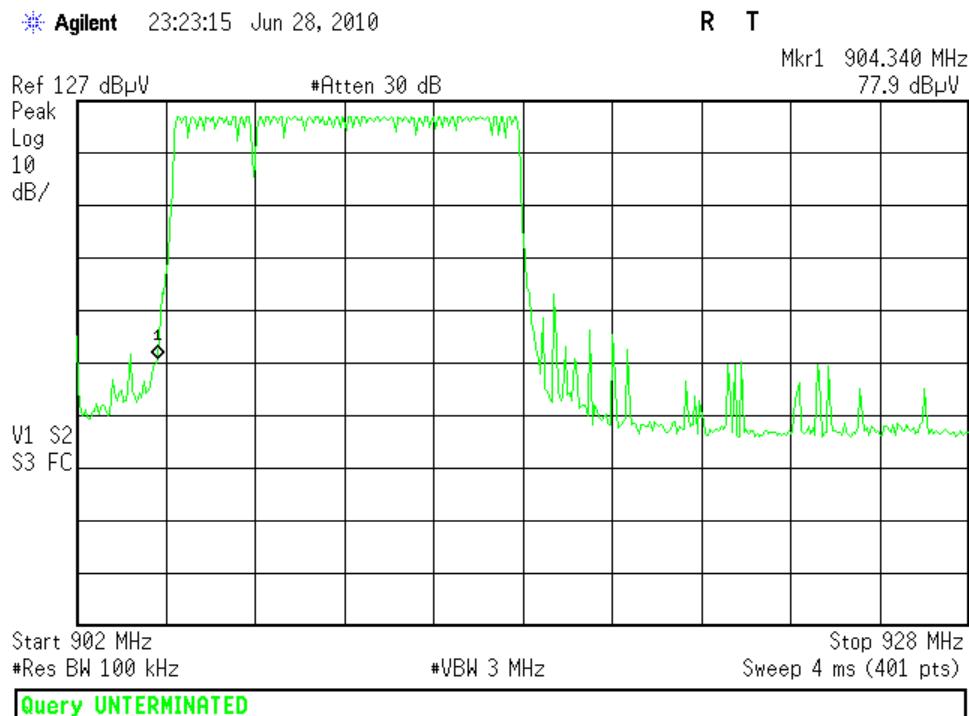
Number of Channels

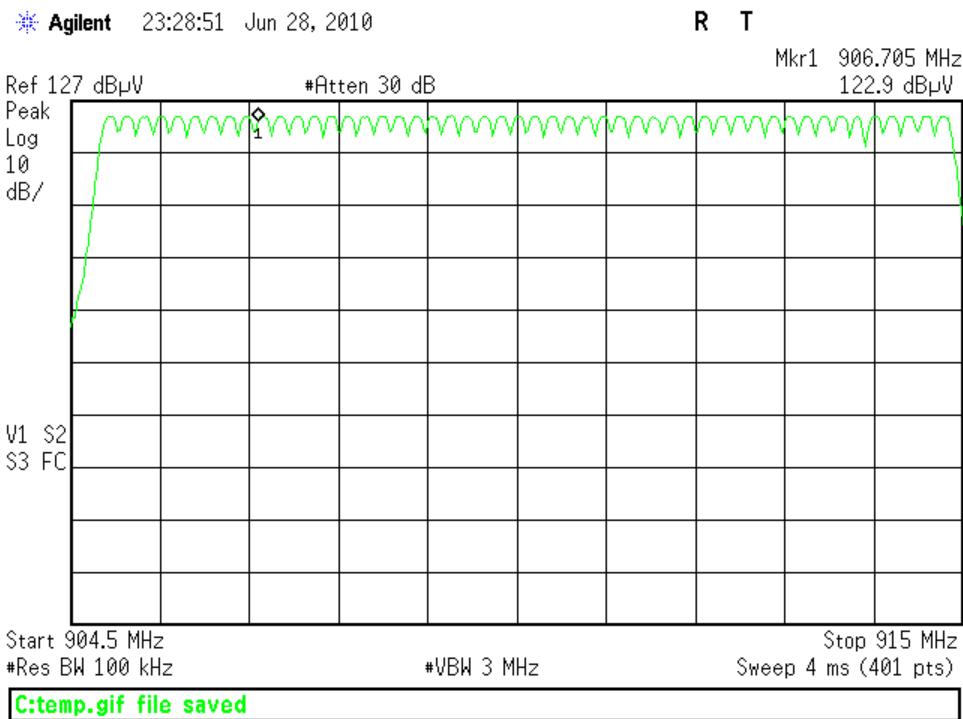
For frequency hopping systems operating in the 902-928MHz band: if the 20dB bandwidth of the hopping channel is less than 250kHz, the system shall use at least 50 hopping frequencies

[15.247 (a) (1) (i)]

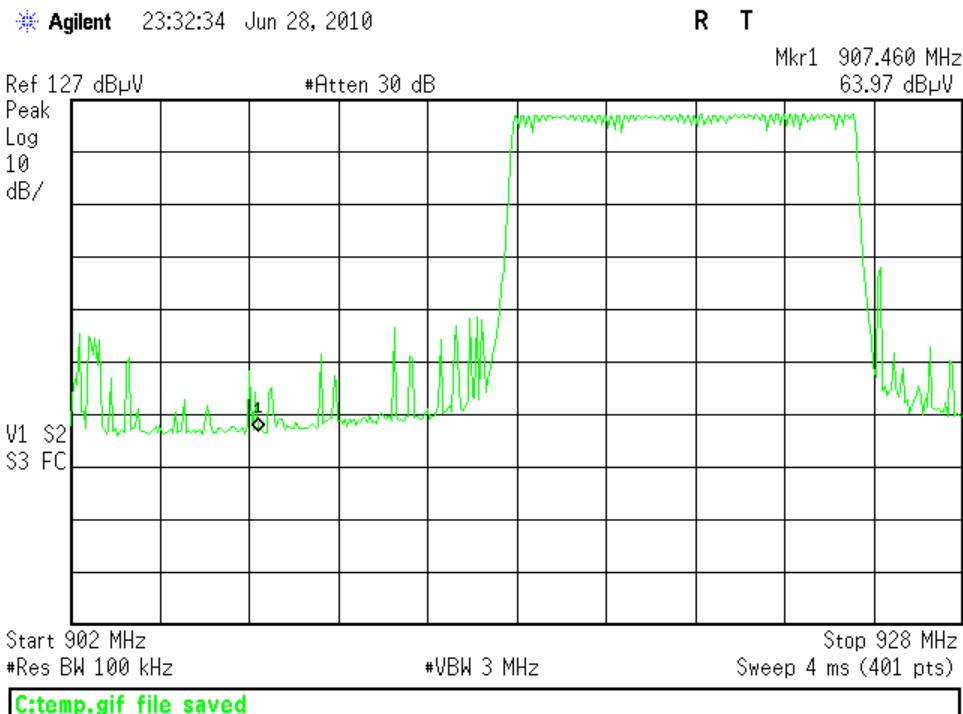
Plots

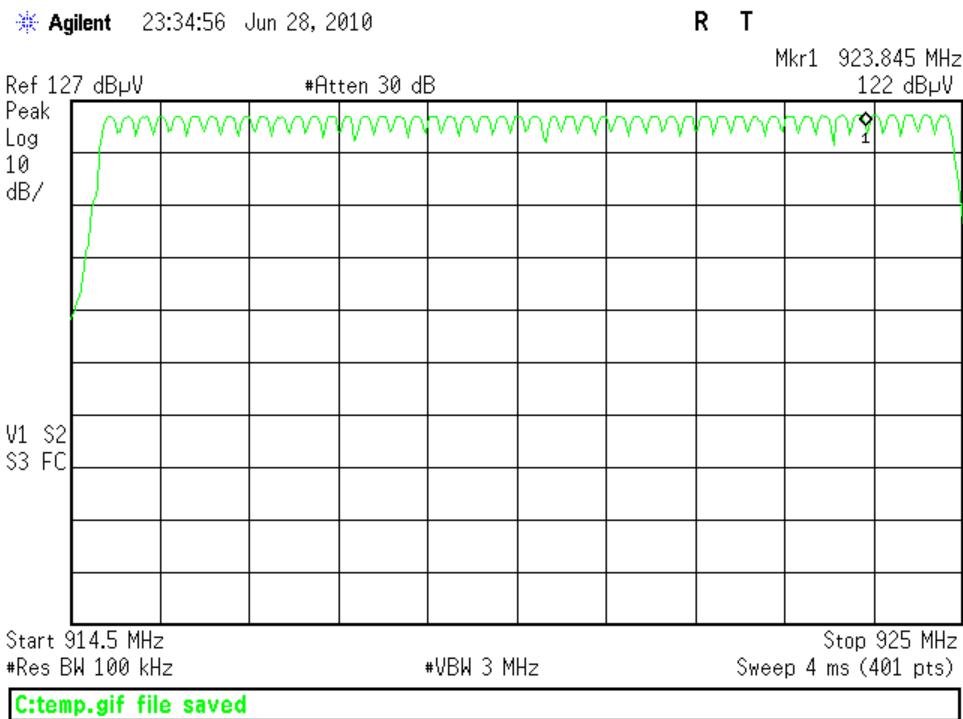
50 channels – low band





50 channels – high band





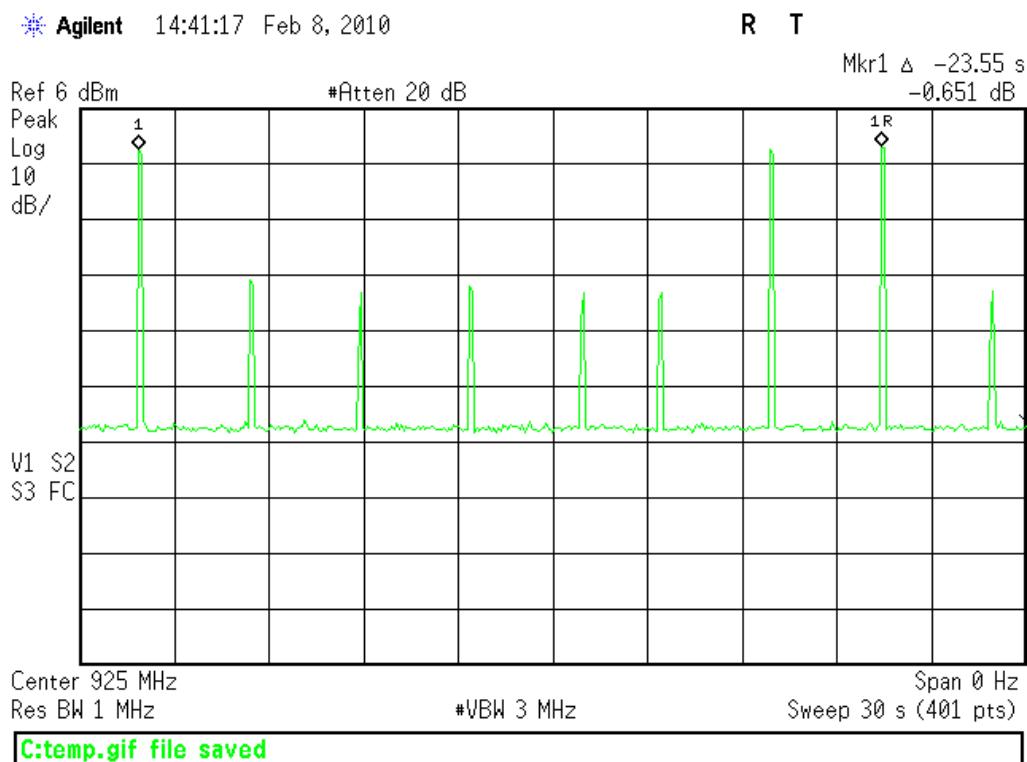
Occupancy Time

For frequency hopping systems operating in the 902-928MHz band:: if the 20dB bandwidth of the hopping channel is less than 250kHz ...the average time of occupancy on any frequency shall not be greater than 0.4 seconds within a 20 second period;

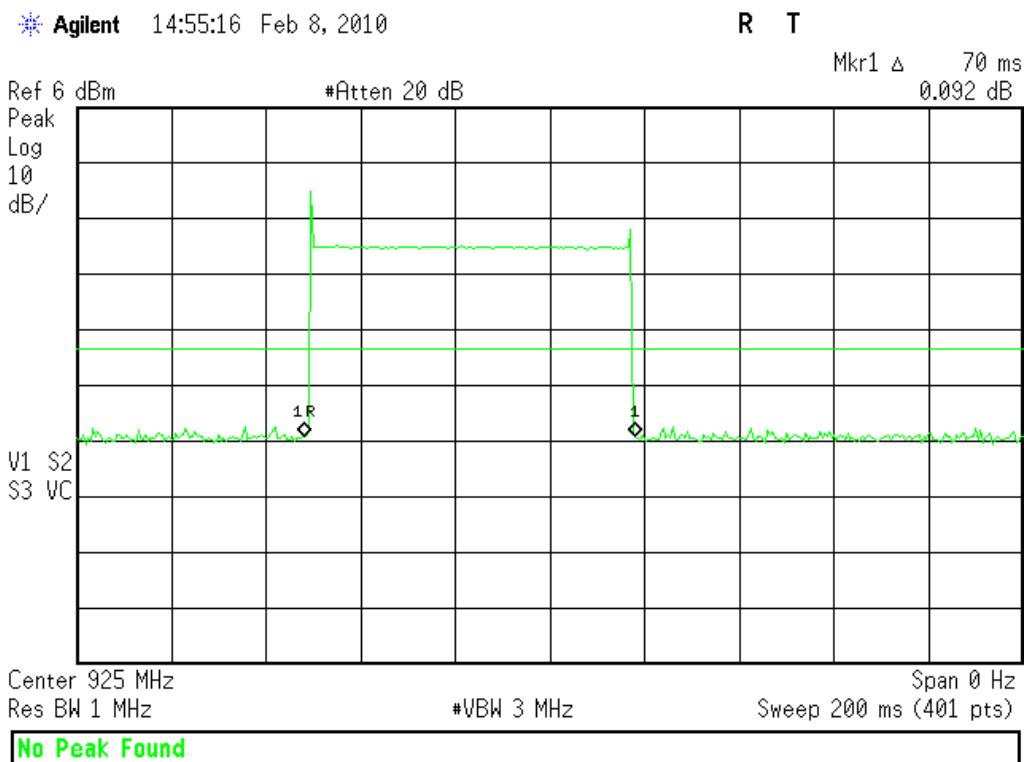
[15.247 (a) (1) (i)]

Plots

Within 20 seconds, carrier frequency was occupied twice.



Time dwelled on a carrier frequency is 0.07 seconds.



Therefore 2×0.07 seconds = 0.14 seconds < 0.4 seconds

Peak Power**LIMIT**

Conducted Output Power

1 Watt

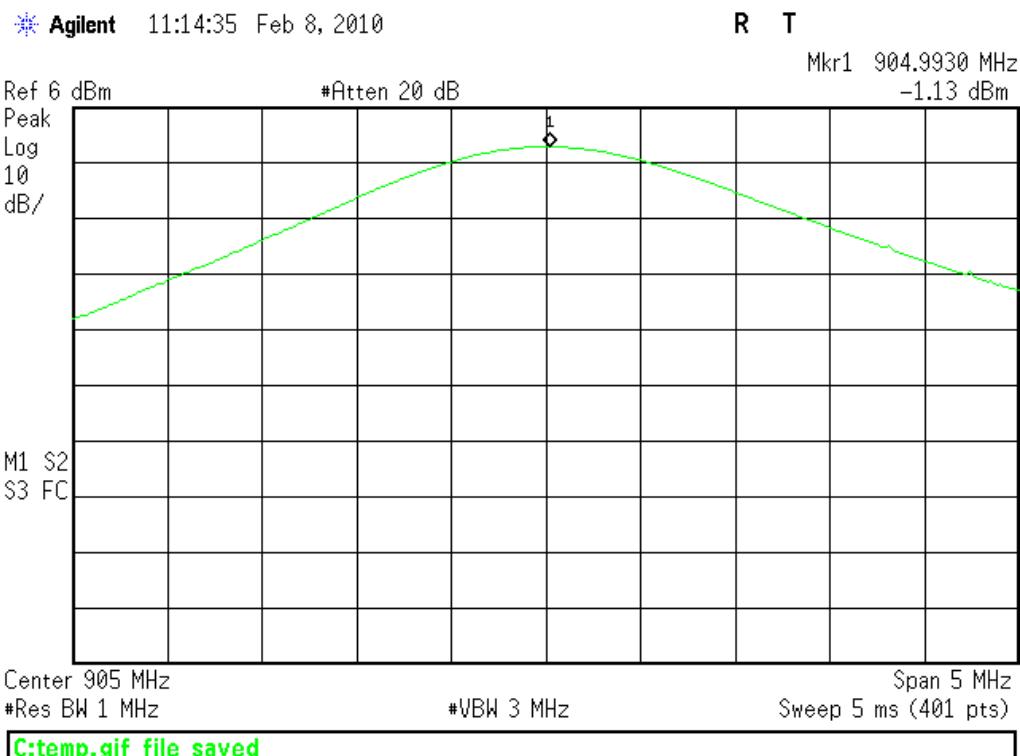
[15.247(b) (2)]

MEASUREMENTS / RESULTS**Peak Output Power**

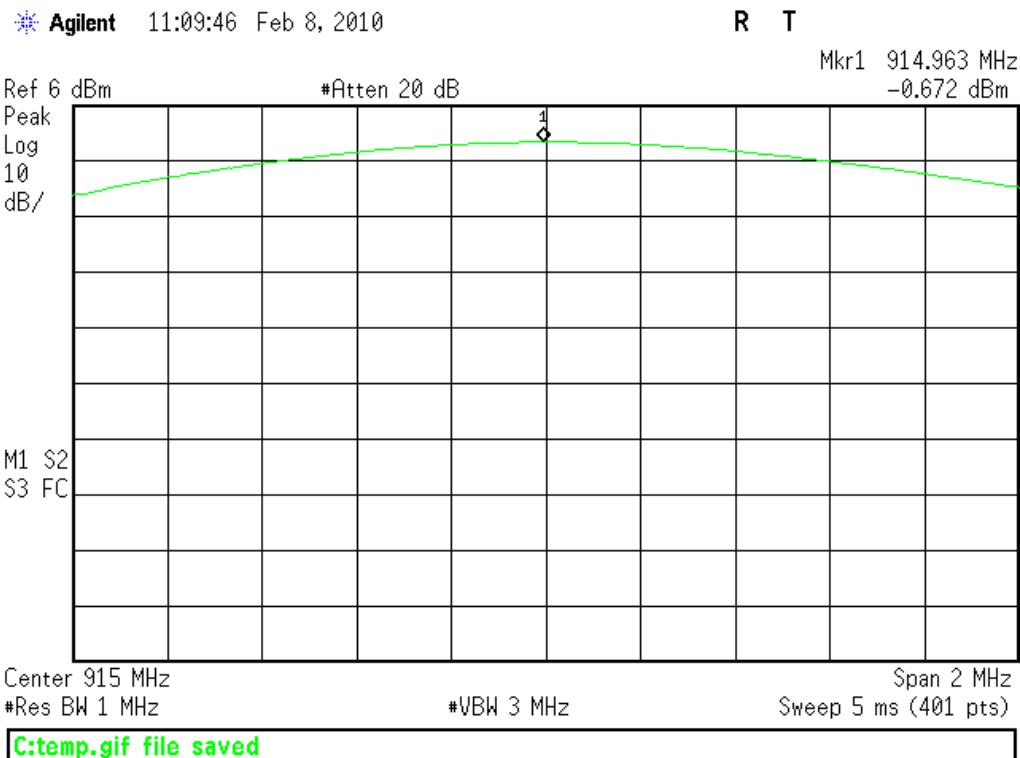
Date: 08-Feb-10	Company: Street Smart	Work Order: K0102									
Engineer: Matthew Burman	EUT Desc: Parking Meter	EUT Operating Voltage/Frequency: Battery Powered									
Temp: 16.6°C	Humidity: 25%	Pressure: 1010mBar									
Frequency Range: 902-928MHz											
Notes: RBW = 1MHz VBW = 3MHz											
For FHSS using at least 50 hopping channels the limit shall be 1 watt 1 watt = 30dBm											
Frequency (MHz)	Reading (dBm)	Attenuator Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dBm)	---	---	---	FCC Section 15.247 (b)(2)	Limit (dBm)	Margin (dB)	Result (Pass/Fail)
904.993	-1.130	---	20.0	1.3	20.2	---	---	---	30.0	-9.8	Pass
914.963	-0.672	---	20.0	1.4	20.7	---	---	---	30.0	-9.3	Pass
925.0	-1.080	---	20.0	1.4	20.3	---	---	---	30.0	-9.7	Pass
Test Site: CEMI04 Analyzer: Rental #1			Cable 1: EMIR-HIGH-06 Attenuator: PE7019-20								

PLOTS

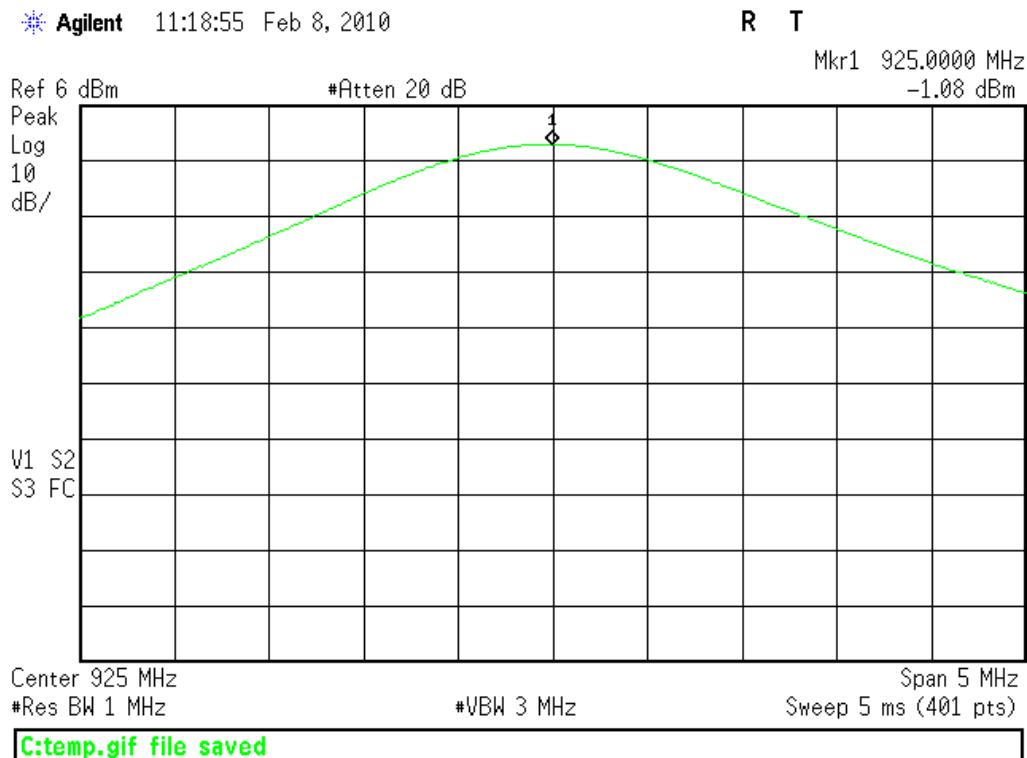
Low Channel



Mid Channel



High Channel



Band Edge Measurements

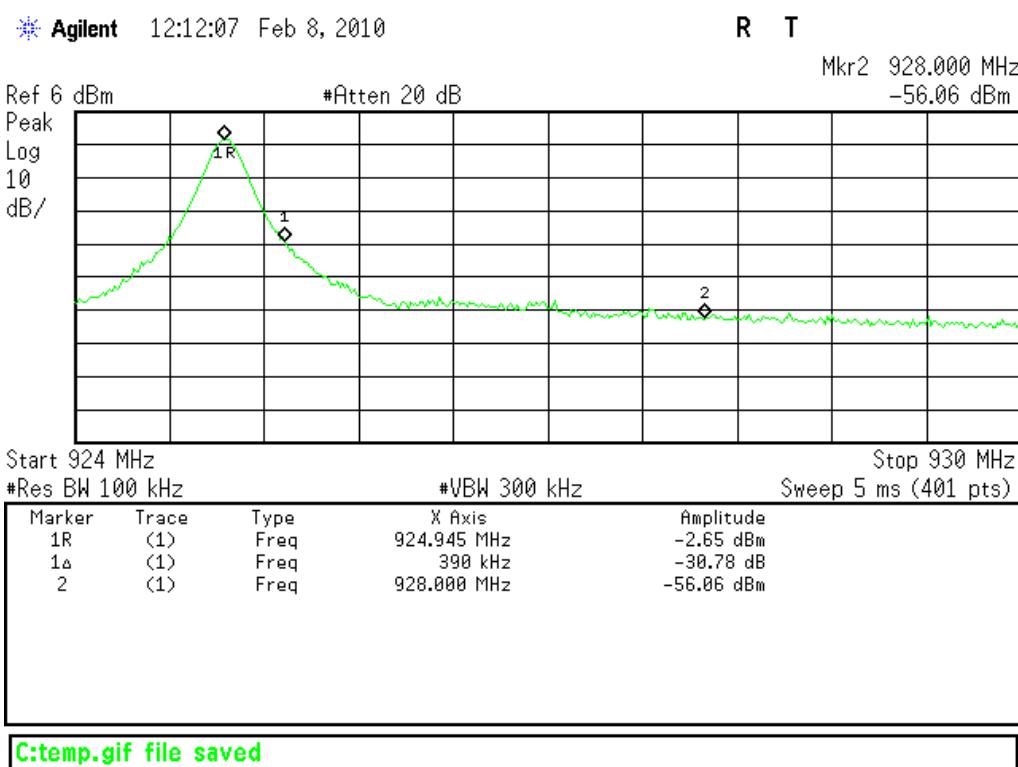
LIMITS

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 within the band that contains the highest level of the desired power, based on either a RF conducted or a radiated measurement, provided the transmitter demonstrates compliance with the peak conducted power limits.

[15.247(d)]

PLOTS

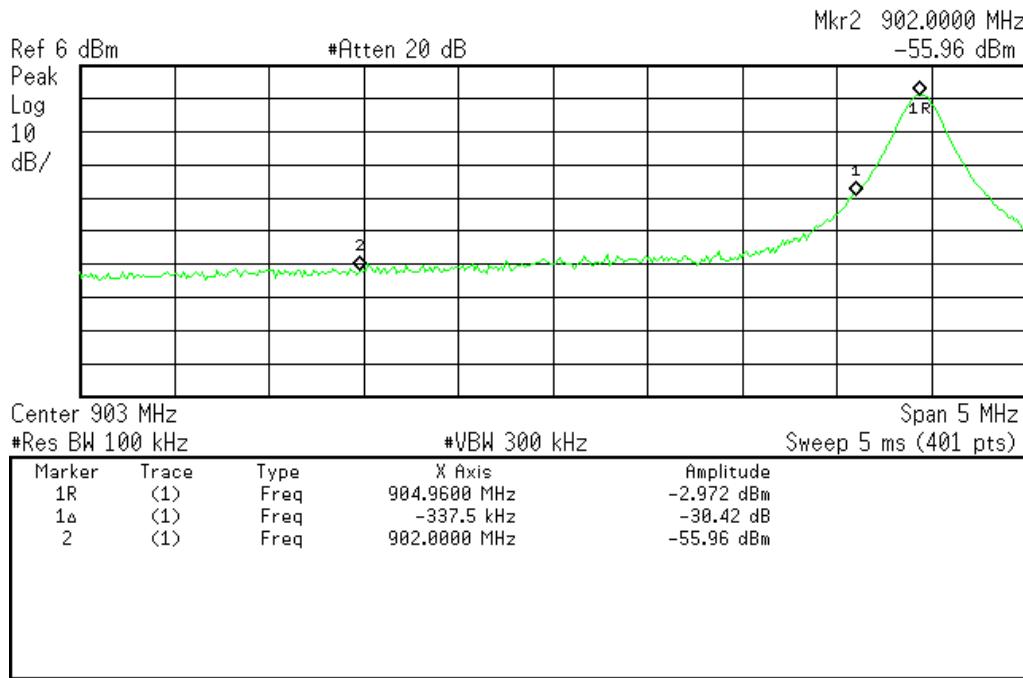
928MHz Edge



902MHz Band Edge

* Agilent 12:03:30 Feb 8, 2010

R T



Duty Cycle Correction Calculation

MEASUREMENTS / CALCULATIONS

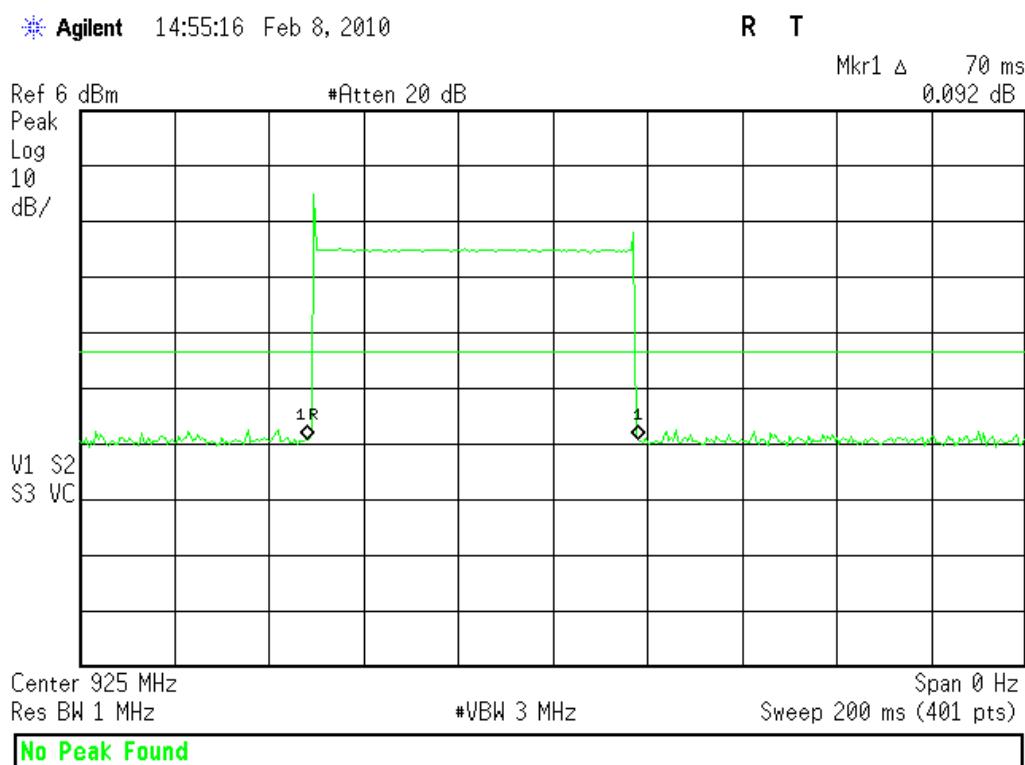
Duty Cycle Correction Factor = $20 \times \text{LOG}(\text{transmit time}/100\text{ms})$

DCCF = $20 \times \text{LOG}(70/100)$

DCCF = -3.1dB

A duty cycle correction factor of 3.1dB was used in calculations.

PLOTS



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)]

Radiated emission measurements were also taken for the digital circuitry for compliance to FCC part 15 class B products.

MEASUREMENTS / RESULTS

Spurious Emissions												Work Order: K0102		
Date: 28-Jun-10 Company: Signal Fire Engineer: Matthew Burman EUT Desc: Parking Meter Temp: 24.5°C Humidity: 43% Pressure: 1008mBar												EUT Operating Voltage/Frequency: Battery Powered		
Frequency Range: 30-1000MHz												Measurement Distance: 3 m		
Notes: Spurious Emissions Duty Cycle Correction Factor = 3.1dB														
Antenna Polarization (H / V)	Frequency (MHz)	Reading (dB _u V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dB _u V/m)	---	---	Limit (dB _u V/m)	Margin (dB)	Result (Pass/Fail)	Limit (dB _u V/m)	Margin (dB)	Result (Pass/Fail)
all readings noise floor			---	---	---	---	---	---	---	---	---	---	---	---
vbb	968.9	34.0	20.6	22.5	2.7	38.6	---	---	---	---	---	54.0	-15.4	Pass
vbb	982.0	33.0	20.4	22.5	2.7	37.8	---	---	---	---	---	54.0	-16.2	Pass
vbb	991.0	33.0	20.4	22.6	2.7	37.9	---	---	---	---	---	54.0	-16.1	Pass
vbb	611.15	21.0	20.6	19.5	2.2	22.1	---	---	---	---	---	46.0	-23.9	Pass
vbb	405.0	17.0	21.5	16.9	1.6	14.0	---	---	---	---	---	46.0	-32.0	Pass
vbb	331.0	18.0	21.4	14.8	1.4	12.8	---	---	---	---	---	46.0	-33.2	Pass
Table Result: Pass by -15.4 dB												Worst Freq: 968.9 MHz		
Test Site: 1DCC-OATS-3M-I			Cable 1: EMIR-13			Cable 2: ---			Cable 3: ---			Antenna: Green		
Analyzer: Rental SA#5			Preamp: Red			Preselector: ---								

Spurious Emissions												Work Order: K0102		
Date: 28-Jun-10 Company: Signal Fire Engineer: Matthew Burman EUT Desc: Parking Meter Temp: 24.5°C Humidity: 43% Pressure: 1008mBar												EUT Operating Voltage/Frequency: Battery Powered		
Frequency Range: 1-6GHz												Measurement Distance: 3 m		
Notes: Spurious Emissions Duty Cycle Correction Factor = 3.1dB														
Antenna Polarization (H / V)	Frequency (MHz)	Peak Reading (dB _u V)	Average Reading (dB _u V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Filter Factor (dB)	Adjusted Peak Reading (dB _u V/m)	Adjusted Avg Reading (dB _u V/m)	---	---	FCC Class B High Frequency - Peak	---	---
Fundamental set to 905MHz														
v	2715.0	35.5	32.4	22.4	29.1	1.6	0.6	44.4	41.3	74.0	-29.6	Pass	54.0	-12.7
v	3620.0	33.3	30.2	21.6	31.5	1.9	0.5	45.6	42.5	74.0	-28.4	Pass	54.0	-11.5
v	4525.0	30.4	27.3	20.8	32.4	2.2	0.4	44.6	41.5	74.0	-29.4	Pass	54.0	-12.5
v	5430.0	32.0	28.9	20.5	34.2	2.3	0.6	48.6	45.5	74.0	-25.4	Pass	54.0	-8.5
Table Result: Pass by -8.5 dB												Worst Freq: 5430.0 MHz		
Test Site: 1DCC-OATS-3M-I			Cable 1: EMIR-HIGH-21			High Pass Filter: Asset #1310			Cable 3: ---			Antenna: Yellow Horn		
Analyzer: Rental SA#5			Preamp: Brown			Preselector: ---								

Spurious Emissions												Work Order: K0102		
Date: 28-Jun-10 Company: Signal Fire Engineer: Matthew Burman EUT Desc: Parking Meter Temp: 24.5°C Humidity: 43% Pressure: 1008mBar												EUT Operating Voltage/Frequency: Battery Powered		
Frequency Range: 6-10GHz												Measurement Distance: 1.m		
Notes: Spurious Emissions Duty Cycle Correction Factor = 3.1dB														
Antenna Polarization (H / V)	Frequency (MHz)	Peak Reading (dB _u V)	Average Reading (dB _u V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Filter Factor (dB)	Adjusted Peak Reading (dB _u V/m)	Adjusted Avg Reading (dB _u V/m)	---	---	FCC Class B High Frequency - Peak	---	---
Fundamental set to 905MHz														
v	7240.0	29.6	26.5	20.3	37.0	2.8	0.5	49.6	46.5	83.5	-33.9	Pass	63.5	-17.0
v	8145.0	28.8	25.7	20.1	38.4	3.1	0.5	50.7	47.6	83.5	-32.8	Pass	63.5	-15.9
v	9050.0	29.0	25.9	19.3	39.0	3.3	0.5	52.5	49.4	83.5	-31.0	Pass	63.5	-14.1
Table Result: Pass by -14.1 dB												Worst Freq: 9050.0 MHz		
Test Site: 1DCC-OATS-3M-I			Cable 1: EMIR-HIGH-21			High Pass Filter: Asset #00817			Cable 3: ---			Antenna: Yellow Horn		
Analyzer: Rental SA#5			Preamp: Brown			Preselector: ---								

Receiver Spurious Emissions

EUT was tested in receive mode, and no emission were found. For RSS 210 Section 7.2.3, receiver spurious emissions must meet the limits within table 1.

Spurious Emissions												Work Order: K0102											
Date: 28-Jun-10			Company: Signal Fire			EUT Desc: Parking Meter			EUT Operating Voltage/Frequency: Battery Powered														
Engineer: Matthew Burman			Humidity: 43%			Pressure: 1008mBar																	
Frequency Range: 30-1000MHz												Measurement Distance: 3 m											
Notes: Spurious Emissions Duty Cycle Correction Factor = 3.1dB																							
Antenna Polarization (H / V)	Frequency (MHz)	Reading (dB _{UV})	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dB _{UV} /m)	---	---	---	---	---	FCC Class B											
all readings noise floor		---	---	---	---	---	---	---	---	---	---	Limit (dB _{UV} /m)	Margin (dB)	Result (Pass/Fail)									
vbb	968.9	34.0	20.6	22.5	2.7	38.6	---	---	---	---	---	54.0	-15.4	Pass									
vbb	982.0	33.0	20.4	22.5	2.7	37.8	---	---	---	---	---	54.0	-16.2	Pass									
vbb	991.0	33.0	20.4	22.6	2.7	37.9	---	---	---	---	---	54.0	-16.1	Pass									
vbb	611.15	21.0	20.6	19.5	2.2	22.1	---	---	---	---	---	46.0	-23.9	Pass									
vbb	405.0	17.0	21.5	16.9	1.6	14.0	---	---	---	---	---	46.0	-32.0	Pass									
vbb	331.0	18.0	21.4	14.8	1.4	12.8	---	---	---	---	---	46.0	-33.2	Pass									
Table Result: Pass by -15.4 dB												Worst Freq:	968.9 MHz										
Test Site: 1DCC-OATS-3M-I	Cable 1: EMIR-13			Cable 2: ---			Cable 3: ---						Preselector: ---										
Analyzer: Rental SA#5	Preamp: Red			Antenna: Green																			

Spurious Emissions												Work Order: K0102											
Date: 28-Jun-10			Company: Signal Fire			EUT Desc: Parking Meter			EUT Operating Voltage/Frequency: Battery Powered														
Engineer: Matthew Burman			Humidity: 43%			Pressure: 1008mBar																	
Frequency Range: 1-10GHz												Measurement Distance: 1 m											
Notes: Spurious Emissions Duty Cycle Correction Factor = 3.1dB																							
Antenna Polarization (H / V)	Frequency (MHz)	Peak Reading (dB _{UV})	Average Reading (dB _{UV})	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Filter (dB)	Adjusted Peak Reading (dB _{UV} /m)	Adjusted Avg Reading (dB _{UV} /m)	FCC Class B High Frequency - Peak													
no emissions found		---	---	---	---	---	---	---	---	Limit (dB _{UV} /m)	Margin (dB)	Result (Pass/Fail)	Limit (dB _{UV} /m)	Margin (dB)	Result (Pass/Fail)								
Table Result: --- by --- dB												Worst Freq:	--- MHz										
Test Site: 1DCC-OATS-3M-I	Cable 1: EMIR-HIGH-21			High Pass Filter: Asset #1310			Cable 3: ---						Preselector: ---										
Analyzer: Rental SA#5	Preamp: Brown			Antenna: Yellow Horn																			

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

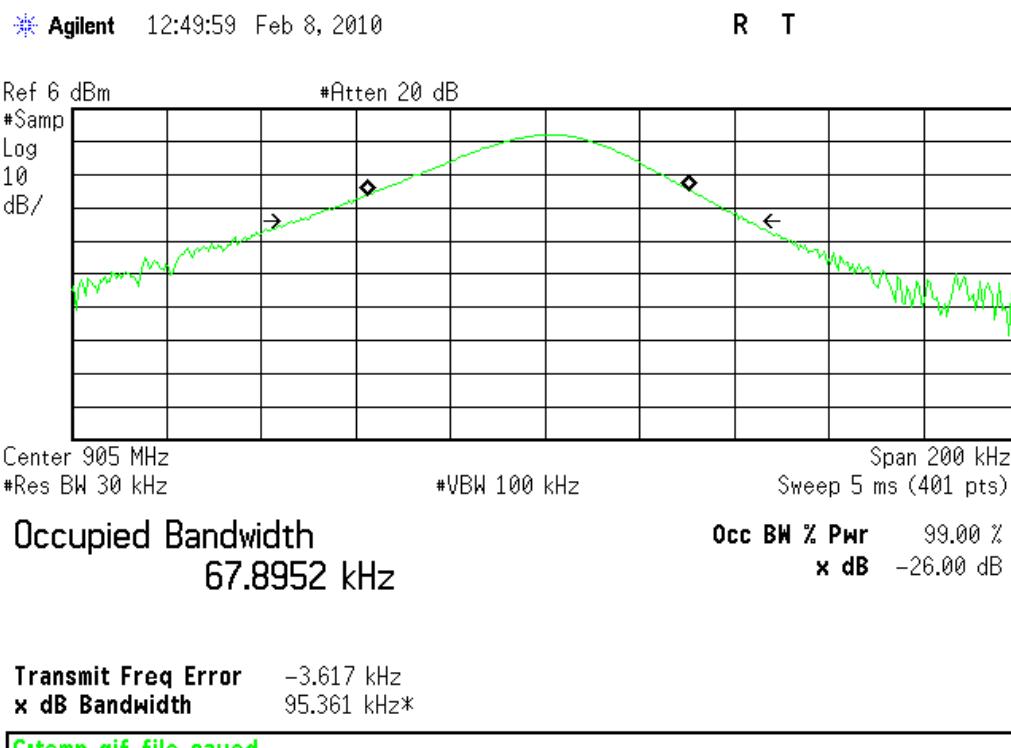
Spurious Emissions										FCC Section 15.247(d)								
Date: 08-Feb-10		Company: Street Smart		Work Order: K0102		EUT Desc: Parking Meter		EUT Operating Voltage/Frequency: Battery Powered										
Engineer: Matthew Burman		Humidity: 25%		Pressure: 1010mBar														
Temp: 16.6°C		Frequency Range: 30-10000MHz										Measurement Distance: Conductive						
Notes: RBW = 100kHz EUT transmitting on highest and lowest channel																		
VBW = 300kHz																		
Antenna Polarization (H / V)	Frequency (MHz)	Reading (dB μ V)	Preamp Factor (dB)	Antenna Factor (dB/m)	Cable Factor (dB)	Adjusted Reading (dB μ V/m)	---	Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)	Limit (dB μ V/m)	Margin (dB)	Result (Pass/Fail)					
no emission found		---	---	---	---	---	---	---	---	---	---	---	---					
Test Site: CEMI04																		
Analyzer: Rental #1																		
Cable 1: EMIR-HIGH-06																		
Attenuator: PE7019-20																		

Occupied Bandwidth

REQUIREMENT

When an occupied bandwidth is not specified in the applicable RSS, the transmitted signal bandwidth to be reported is to be its 99% emission bandwidth, as calculated or measured. [RSS-GEN 4.6.1]

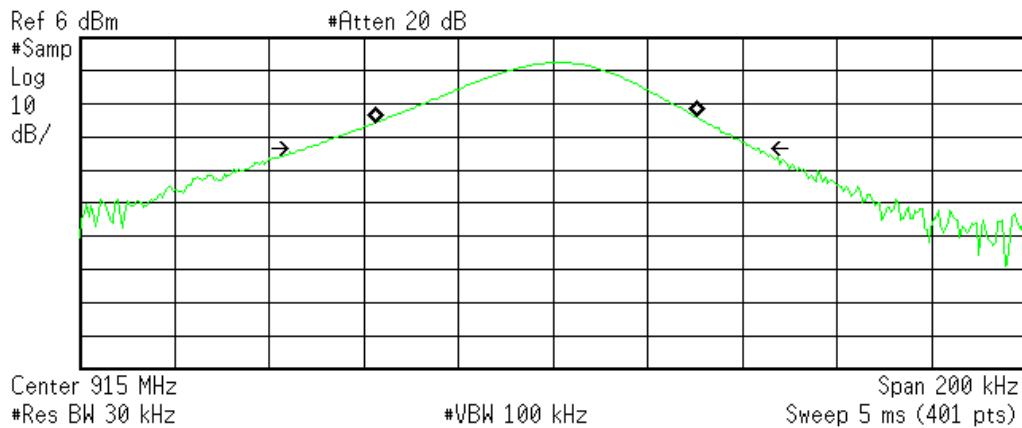
Low Channel



Mid Channel

Agilent 12:48:17 Feb 8, 2010

R T



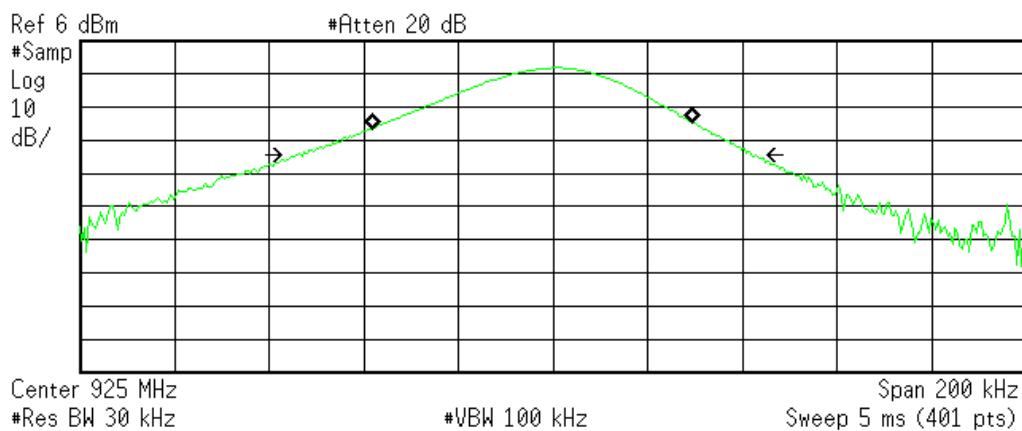
Transmit Freq Error -3.534 kHz
x dB Bandwidth 95.635 kHz*

C:\temp.gif file saved

High Channel

Agilent 12:46:42 Feb 8, 2010

R T



Transmit Freq Error -4.241 kHz
x dB Bandwidth 95.498 kHz*

C:\temp.gif file saved

Test Equipment Used

Rev: 9-Feb-2010

	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Spectrum Analyzers / Receivers /Preselectors							
SA EMI Chamber (1327) Rental SA #1 (Brown)	9kHz-13.2 GHz 9kHz-26.5GHz	E4405B E4407B	Agilent Agilent	MY45103416 SG44210511	1327 1510	I I	6-Mar-2010 10-Mar-2010
Radiated Emissions Sites	FCC Code	IC Code	VCCI Code			Cat	Calibration Due
1DCC-OATS-3M-I	719150	2762A-8	R-3109			II	7-Jul-2011
Preamps /Couplers Attenuators / Filters	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Red-White Red-Blue HF 20dB 50W Attenuator	0.009-2000MHz 1-20GHz 0.009-18 GHz	ZFL-1000-LN PE2-38-218-4R5-17-15-SFF PE 7019-20	CS CS Pasternack	N/A NA 1	1258 1257 791	II II II	6-Nov-2010 8-May-2010 8-May-2011
Antennas	Range	MN	Mfr	SN	Asset	Cat	Calibration Due
Green-Red Bilog Yellow Horn	30-2000MHz 1-18GHz	CBL6112B 3115	Chase EMCO	2435 9608-4898	990 37	I I	22-Apr-2010 27-May-2011
Meteorological Meters		MN	Mfr	SN	Asset	Cat	Calibration Due
Temp/Humidity/Atm. Pressure Gauge CEM14 Thermo hygrometer 1DCC-OATS-3M-I Thermo hygrometer		7400 Perception II 35519-044 35519-044	Davis Control Company Control Company	N/A 72457728 72457635	965 1339 1334	I II II	6-Apr-2011 18-Aug-2011 18-Aug-2011

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

Product Documentation

The following documentation has been provided by the client for inclusion in this report.

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.

Rev.160009121(2) #684340 v13CS