



TERMS AND CONDITIONS FOR ANTENNA TEST SERVICES

1.0 Introduction

The rates for chamber testing include technician labor, facilities, and incidental antenna test range materials required to conduct standard antenna testing. Design/fabrication of customer-specific fixturing, off-line data processing, performance analysis, engineering consulting and reporting services are not included in chamber test rates; an estimate for these services can be provided upon request.

2.0 Pricing

Refer to 'Rates for Antenna Test Services' document for current rates. This document is available upon request. Unless otherwise indicated all quotes are valid for a period of 90 days.

Any contractual (including minor) changes must be submitted in writing for approval.

3.0 Billing

Chamber testing is billed in hourly and daily increments only. Time includes set-up and take-down of customer equipment.

Minimum Charges:

Spherical Chamber: 1 hour

Tapered Chamber: 4 hours

4.0 Payment Terms

Standard Terms are pre-payment or Net10 upon credit approval. A service charge of 1.5% per month may be applied to all invoices not paid within 20 days of invoice date. JEM reserves the right to stop work or hold all customer supplied equipment and documentation (letters of compliance, test reports, etc) until all past due invoices are paid.

5.0 Time Accounting

Start-Time: The charges begin to accrue at the pre-scheduled test time (please see SCHEDULING section below) *Stop-Time:* The charges cease to accrue when the test technician verifies the chambers return to default state. Fifteen minutes beyond the hour is rounded up to the next whole hour. Less than fifteen minutes is rounded down. Normal set-up/fixturing and installation of EUT included within scheduled test time.



6.0 Scheduling and Chamber Availability

Scheduling will be confirmed with the receipt of a purchase order, test dates must be included with the purchase order. We recommend scheduling early to ensure availability of desired date/time for chamber rental. Availability of chambers cannot be guaranteed if customer is significantly late for scheduled test time in which case testing may need to be cancelled and is then subject to the Cancellation terms in Section 7 of this document. In such cases whereas the customer may remain to complete testing it is understood that time is charged from the original start time and thus customer will be responsible for additional costs if testing goes beyond the time agreed upon. Availability of chambers cannot be guaranteed if customer test runs beyond scheduled time and in such cases customer will need to schedule another rental date/time to complete testing. In such cases whereas the chamber is available and the customer chooses to go over the original time listed on the purchase order, a revised purchase order must be provided prior to commencement or continuation of work.

7.0 Cancellation

Cancellation must be made at least 48 hours in advance of scheduled start date to avoid cancellation fees. If a test even is cancelled, cancellation fees may include billing of job related tasks. JEM shall impose a cancellation fee of \$1,000.00 for any cancellations made less than 48 hours prior to the scheduled start-time of any test(s).

8.0 Customer Responsibilities

The Customer will be responsible for each of the following:

- To supply the Equipment Under Test (EUT) with all accessories typical of normal installation and for assuring that the EUT is properly set up and operable for the required testing.
- To provide fixture(s) for any test(s) requiring precise alignment or other special fixturing.
- For repeatability of fixture(s) JEM reserves the right to remove customer EUT and fixture at the conclusion of each test session.
- For the accuracy of any information supplied to JEM.
- To report any suspected data discrepancies to JEM within 30 days from date of receipt of data.
- If testing on a government contract, to provide a statement of work and the sections of the contract which apply to JEM's responsibilities for testing in support of a government or military contract including specifications, standards, documents and quality requirements.
- To provide an escort, site safety briefings and personnel assistance as required when contracting for JEM work outside of JEM Laboratories.
- To provide a Purchase Order or credit card prior to beginning work or shipping material to JEM for testing.
- To provide a complete and accurate test plan signed and dated.

9.0 Shipping

The cost of shipping and all other costs associated with receiving and delivering test articles, fixtures, and the like to and from JEM will be assessed to the customer. We recommend customer to supply a return shipper with their equipment or use of Customer's FedEx or UPS account number for return shipping. In every case, the risk of loss for products during shipment shall remain with the Customer. All



customer-owned equipment must be shipped from JEM Engineering within 14 days per document number 710-0092-000 or storage fees apply.

10.0 Exclusions

JEM cannot guarantee that any customer EUT will comply with a standard or qualify for a certification. The customer will be responsible to pay for work performed by JEM even if compliance is not achieved. In certain cases, JEM may be required to make subjective opinions or interpretations, based upon JEM's judgment and interpretation of the applicable standards. In those cases, JEM does not warrant or guarantee its opinions or that there will be universal acceptance of its findings. Furthermore, JEM does not undertake to discharge or assume any responsibility of the Customer or any third party. Any reference to the JEM name or use of the JEM logo either on the product or on any advertising or promotional literature must be reviewed and approved by JEM.

11.0 Solicitation

The customer agrees not to solicit, attempt to hire or hire an employee of JEM during or within one year after the completion of testing services.

12.0 Safety

Customers visiting a JEM facility must follow JEM's internal security procedures. Customers must make reasonable efforts to protect the security and confidentiality of their hardware, software and documentation. An EUT (Equipment Under Test) that generates LASER or UV radiation must be identified. Include in the identification: type of radiation, class, frequency of emission(s), and power level. JEM may ask for assistance in set up and require information related to safe operation of the EUT. Material Safety Datasheets must be supplied with your Equipment or Components if the Material, Equipment, or Product (including electronic components) to be provided, is or contains any substance designated below:

- Toxic/ hazardous substance, as defined by the Occupational Safety and Health Administration, Environmental Protection Agency, and/or all state "Right-to-know" laws; and/or
- Carcinogen as defined by the National Toxicology Program or the international Agency for Research or Cancer; and/or
- Hazardous material as defined in the Hazardous Material Transportation Act; and/or
- Regulated product under the Federal Insecticide, Fungicide and Rodenticide Act; and/or
- Hazardous waste as defined in the Resource Conservation and Recovery Act or the Superfund Amendment Reauthorization Act or the Superfund Amendment Reauthorization Act. A Material Safety Data Sheet must also be provided if the Material, Equipment or Product (including individual components) could be a hazard to human health and/or the environment in a fire/combustion or spill situation.

13.0 Security

JEM recognizes the confidential nature of the product and the associated documentation. Except as necessary in accordance with the defined project, JEM will not voluntarily disclose any information regarding the Customer's product without prior authorization as required by law. If desired by the



Customer, an additional level of confidentiality or security can be provided by JEM. If unusual security measures are required, an additional security charge may be applied to the total Test Services.

However, it is the Customer's responsibility to specifically request and define an additional level of confidentiality or security.

14.0 Warranty

JEM will make available to the Customer general information on test equipment test facilities, calibration certificates and Operators' training. For test data which JEM determines to be defective due to either JEM's equipment or workmanship, and at JEM's sole discretion, JEM may offer additional test time free of charge to the customer to retest or correct the defective data. If JEM offers test time free of charge, the customer remains responsible for all other costs associated with testing. In order for JEM to evaluate such issues the customer must report any suspected data discrepancies to JEM within 30 days from date customer received data. There is no warranty, express or implied by JEM for merchantability or of fitness for a particular use or purpose, and JEM neither assumes nor authorizes any other person to assume for it any other liability. This agreement can be amended only by a written instrument signed by an authorized representative of JEM.

15.0 Indemnity of Liability

In the event that JEM becomes a party to any products liability or other claim or suit against Customer pertaining to any product tested by JEM, Customer shall indemnify, defend and hold JEM harmless from all losses, liabilities, damages, costs and expenses, including attorney fees, arising from or in connection with such claim or suit, except in the case of JEM's actual gross negligence or willful misconduct. To the extent permitted by local law, in no event will JEM be liable to the customer for any lost revenues, lost profits, incidental, indirect, consequential, and special or punitive damages.

In order to assure the proper operation of the EUT, the Customer may have a representative present who is familiar with the EUT. JEM will not be responsible for injury to any persons or property unless the injury or damage results solely from negligence on the part of JEM personnel. Additionally, the customer acknowledges during testing minimal wear and tear is possible on the AUT and JEM shall not be held responsible. JEM will not typically supervise or document the work performed by the Customer's representative. JEM does not assume responsibility for any work performed by the Customer's representative or the consequences resulting from the actions of the Customer's representative. JEM is not responsible for any personal injuries.

In addition, the customer is permitted access to the test facility to witness testing. Therefore, it is the customer's sole responsibility to determine both data accuracy and suitability for use. JEM shall not be liable for any indirect, liquidated, special, incidental or consequential damages of any nature, damage to hardware during testing and handling, or for lost profits, savings, or revenues of any kind, with respect to any matter relating to or arising under this agreement. JEM will be responsible for negligent handling of equipment by JEM during testing. The maximum liability JEM shall accept is the amount less than or equal to the amount paid to JEM for the period of performance.



16.0 Government Visits

Occasionally, JEM hosts US Government employees or representatives on site. We reserve the right to bring US Government employees or representatives to tour the JEM facilities and chambers. JEM will notify the customer of the walk through prior to the testing date, subject to security regulations.

17.0 Third Party Visitors

A customer may not bring a third party to JEM facilities without prior written authorization.

18.0 ITAR Compliance

A customer may not bring a non-US person as defined in the International Traffic in Arms Regulations Section 22 CFR 120.15 without prior written authorization.

See JEM Test Service Rates (710-0092-000) for pricing information