



BSK DATA PORTAL – USER ACCOUNT AGREEMENT

Dear Valued Client:

BSK Associates (“BSK”) is pleased to provide real-time access to your analytical data through our data portal. The information and results provided through the data portal are confidential in nature and are intended for use only by clients of BSK. Upon executing and returning this application to BSK, you shall be assigned a user login name and password to access the data portal. When you first log into the data portal, you may be asked to agree to additional terms and conditions governing your use of the portal. Your login name and password must be kept confidential, and you may not share this information with any third party. Any shared account will be immediately terminated. You must immediately inform BSK in the event that your login name or password has been compromised. BSK will not be held liable for claims and / or damages related to the sharing of restricted information, or access to the data portal by any former employee of your company.

BSK takes great care to ensure the quality of our data. However, as the displayed results may not be inclusive of all qualifications, narrations and rightness review, the results are not intended as a substitute for our final report, the Certificate of Analysis, with all information contain therein. All data presented through the portal must be considered preliminary and subject to change unless presented on this Certificate of Analysis. The parties shall recognize only the Certificate of Analysis, either in hardcopy or Adobe PDF format with an authorizing signature, as the official version of our analytical results.

The POSTED data is provided “as is.” BSK does not warrant said data to be error-free or complete, and makes no warranties as to that data, either express, implied or statutory, including, but not limited to, any IMPLIED warranty of accuracy, merchantability, or fitness for a particular purpose, or any warranty arising from usage of trade, course of dealing, or course of performance.

Furthermore, to the maximum extent permitted by law, in no event shall BSK be responsible for any direct, indirect, incidental, consequential, special, punitive or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business, or any other economic or non-economic damages, arising from any use of, or reliance upon, the POSTED data, regardless of whether or not such a claim is based upon contract, negligence, tort, strict liability or any other legal theory, even if BSK was advised, or had reason to know, of the possibility of such damages in advance.

By signing below and requesting a user account for our system, and in addition to the warranties and limits of liability in BSK’s standard terms and conditions, you acknowledge and agree to all of the preceding limitations, and further agree to indemnify, defend and hold BSK harmless from all losses, damages, liabilities, costs and expenses, including, but not limited to, court costs and attorneys’ fees, incurred by BSK as a result of, or in connection with, any claim, action, suit or proceeding arising from access to the data portal, and the interim data thereon.

Please contact your Customer Service Representative if you have any questions.

“By the authorizing signature listed below, I request BSK Associates, Inc. to create a user account allowing me access to the applicable posted analytical results over BSK’s data portal. In requesting this account, I agree to all terms, conditions, disclaimers and limitations stated above, without exception, and to any other terms and conditions which may be presented to me in the future. I understand that I have the right to request termination of my login account, at any time, if I do not agree with any new term or condition.”

Printed Name: _____ Company: _____

Authorizing Signature: _____ Date: _____