

TNI STANDARDS LICENSE AGREEMENT

Single Use Version

This License Agreement is between The NELAC Institute, (TNI), and you, the individual or entity that purchased a TNI Standard.

IMPORTANT - READ CAREFULLY BEFORE DOWNLOADING OR COPYING TO YOUR COMPUTER ANY FILE(S) CONTAINED HEREWITH.

THE STANDARD(S) AND OTHER INFORMATION PROVIDED HEREWITH ARE COPYRIGHT PROTECTED. BY DOWNLOADING ANY FILE PROVIDED HEREWITH TO YOUR COMPUTER, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS LICENSE AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT, PRIOR TO DOWNLOADING OR COPYING TO YOUR COMPUTER ANY FILES(S), YOU MUST DECLINE ACCESS TO SUCH MATERIALS.

1. GRANT OF LICENSE: Subject to the provisions contained herein and to the payment of all applicable fees, TNI grants you a nonexclusive, non-transferable license to the materials contained herewith (the Standards). Your licensed rights to the Standards are limited to the following:

(a) This License Agreement does not convey to you an interest in or to the Standards, but only a limited right of use revocable in accordance with the terms of this License Agreement. This License Agreement covers the following Standards:

Environmental Laboratory Sector

Volume 1 - Management and Technical Requirements for Laboratories Performing Environmental Analysis (comprising 7 modules)

Volume 2 - General Requirements for Accreditation Bodies Accrediting Environmental Laboratories (comprising 3 modules)

Field Sampling and Measurement Organization Sector

Volume 1 - General Requirements for Field Sampling and Measurement Organizations

Volume 2 - General Requirements for Accreditation Bodies Accrediting Field Sampling and Measurement Organizations

TNI grants you a non-exclusive, non-transferable, personal, limited license to use the standards according to the terms of this License Agreement.

(b) You may install one copy of the Standards on, and permit access to it by, a single computer owned, leased or otherwise controlled by you. In the event that computer becomes dysfunctional, such that you are unable to access the Standard, you may transfer the Standard to another computer, provided that the Standard is removed from the computer from which it is transferred and the use of the Standard on the replacement computer otherwise complies with the terms of this Agreement. Neither concurrent use on two or more computers nor use in a local area network or other network is permitted. You shall not merge, adapt, translate, modify, rent, lease, sell, sublicense, assign or otherwise transfer any of the Standards, or remove any copyright notice appearing on any of the Standards. You may copy the Standards only for backup purposes. You may not copy, install, or use these standards in any manner that allows its use by more than one concurrent user, or on more than one stand-alone computer. You may not copy the standards on a network. You may view the standards on screen and may print a single paper copy.

(c) You acknowledge and agree that the Standards are proprietary to the Copyright holders identified on the front page of the Standards, and are protected under U.S. copyright law and international copyright treaties. You further

acknowledge and agree that all right, title and interest in and to the Standards, including all intellectual property rights, are and shall remain with the Copyright holders.

2. LIMITED WARRANTY:

(a) TNI warrants for your benefit alone that TNI and the Copyright holders can license the Standards and all copyright and trademarks related thereto or therein.

(b) THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 2 CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE STANDARDS AND THE COPYRIGHT HOLDERS MAKE NO OTHER REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO ANY OF THE STANDARDS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE SUFFICIENCY, ACCURACY OR UTILIZATION OF, OR ANY INFORMATION OR OPINION CONTAINED OR REFLECTED IN, ANY OF THE STANDARDS. THE COPYRIGHT HOLDERS EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OFFICER, DIRECTOR, EMPLOYEE, MEMBER, AGENT, REPRESENTATIVE OR PUBLISHER OF THE COPYRIGHT HOLDER IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS LIMITED WARRANTY.

3. INDEMNIFICATION:

The Copyright holders, or any of their respective directors, officers, employees, agents, representatives or members (the Indemnified Parties) shall have no liability for, and you shall defend, indemnify and hold each of the Indemnified Parties harmless from and against, any claim, loss, demand, liability, obligation and expenses (including reasonable attorneys' fees) based upon or arising out of any injury or damage, or any product liability claim, including but not limited to, any personal or bodily injury or property damage, arising out of, pertaining to, or resulting in any way from, the use or possession of any of the Product by you and/or any of your directors, officers, employees, representatives, agents or contractors.

4. LIMITATION OF LIABILITY:

a) You acknowledge that each of the Copyright holder's obligations and liabilities with respect to the Standards are exhaustively defined in this Agreement. You are responsible for the consequences of any use of any of the Standards (whether or not such use was consistent with the license granted hereunder) created therefrom. Whether or not the Copyright holders have been advised of their possibility, neither the Copyright holders nor TNI nor any of its representatives or agents, directors, officers, employees, agents, representatives or members, shall be liable, whether under contract, tort (including negligence) or otherwise, for any indirect, special, punitive, incidental or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, that may be suffered by you or any of your directors, officers, employees, agents, representatives or contractors or any third party.

b) If at any time an allegation of infringement of any rights of any third party is made, or in the Copyright holder's is likely to be made, with respect to any of the Standards, the Copyright holders may, at its option and at its own expense (i) obtain for you the right to continue using the Standard, (ii) modify or replace the Standards or any portion thereof so as to avoid any such claim of infringements, or (iii) refund to you the License Fee. the Copyright holders shall have no liability to you if any claim of infringement would have been avoided except for your refusal to use any modified or replacement Standard supplied or offered to be supplied pursuant to this Section 4(b) or to otherwise cease using the Standard. Notwithstanding anything contained in this Agreement, and except as set forth in Section 4(b) hereof, the Copyright holders liability to you for damages pursuant to this Section 4(b), if any, shall not exceed the amounts of the License Fee paid by you for the Standards subject to any such claim.

c) Section 4(b) state the entire liability of the Copyright holders with respect to the infringement or alleged infringement of any third party rights of any kind whatsoever by any of the Standard.

5. TERMINATION: This Agreement may be terminated immediately by TNI upon breach of any provision of this Agreement by you. Upon any termination of this Agreement, you shall immediately discontinue the use of the

Standards and shall within ten (10) days certify in writing to TNI that the Standards have been deleted from your computer and have been eliminated from your premises.

6. GOVERNING LAW; ATTORNEY'S FEES: This Agreement shall be governed by the laws of the State of Texas without reference to its conflict of laws provisions and you further consent to jurisdiction by the state and federal courts sitting in the State of Texas.

7. MISCELLANEOUS: This Agreement constitutes the complete and exclusive agreement between TNI and you with respect to the subject matter hereof, and supercedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in writing duly signed by an authorized representative of TNI and you. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting the Agreement.

8. EXPORT: You may not load or export or re-export any of the Product or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.

BY ACCESSING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF THIS LICENSE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.