

Terms of Use for Sample Generators

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a. To access and use the Software, you will need to set up an account with a login and password. You may then access and use the hosted Sample Generator functionality of the Software from any computer; however you will need to login each time, and your account may only be used by you. In addition, you may also install and use a copy of the downloadable EnviroChain app on any mobile device(s) owned by you, but your account may only be used by you. Sharing of accounts by different people is not permitted. If you know other people who would like to use EnviroChain, please direct them to set up their own account.

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c. To ensure optimal performance and security of the hosted Software, Promium will routinely perform maintenance on a regularly scheduled basis within its published maintenance windows. This may require specific services to be suspended during the maintenance period. Promium schedules maintenance windows outside of generally accepted

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a. Maintenance and support covers the current version of the Software product only.

b. Unless otherwise communicated, telephone support is available Monday through Friday, 5:00am to 5:00pm Pacific Time, not including holidays recognized by Promium. At other times, a telephone or email message may be left and Promium personnel will respond within one business day. Emergency technical assistance provided outside of normal business hours may incur additional charges. Online documentation and other support materials may be available at www.promium.com/support or accessible directly through the product. Promium website is available twenty-four hours per day, seven days per week unless undergoing maintenance or repair.

c. Each customer requiring support must designate a primary contact person to manage technical support requests. Support requests should be directed to:

Promium Customer Support (Help Desk)

425.286.9200 phone or toll free at 877-Promium (776-6486)

425.286.9201 fax

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9. TERMINATION.

- a. This Agreement shall continue unless terminated earlier as provided in this Agreement.
- b. Without prejudice to any other rights, Promium may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement, including failing to make payments as due, by giving you written notice of such termination. After any termination of this Agreement, you must cease all use of the Software and immediately return any copies of the Software in your possession or under your control to Promium.

10. MISCELLANEOUS

- a. In any suit, proceeding or action to enforce this Agreement, the substantially prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs and expenses in connection with such suit, proceeding or action, including appeal. This Agreement shall be governed by and construed under the laws of the State of Washington without regard to its conflict of laws principles. The jurisdiction and venue for any suit or action between the parties shall be the state and federal courts of King County, Washington.
- b. Failure to enforce any rights granted herein shall not be deemed a waiver as to subsequent enforcement of such rights. If any part of this Agreement is found void and/or unenforceable, it shall be modified in such manner as to be valid and enforceable but so as to most nearly retain the intent of the parties; and if such modification is not possible, it shall be deemed severed from this Agreement and shall not affect the validity and enforceability of the balance of the Agreement. If any material limitation or restriction on the grant of any license or restrictions on use of the Software under such license by Customer under this Agreement is found to be void or unenforceable, such license shall immediately terminate.

c. This Agreement is not assignable by Customer and the licenses granted hereunder may not be sublicensed, assigned or transferred by Customer in any manner without the prior written consent of Promium. Any such attempted sublicense, assignment or transfer shall be void.

d. Should you have any questions concerning this Agreement or its associated documents, or if you desire to contact Promium for any reason, please contact:

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