



DYNE TECHNOLOGIES LLC WEB ACCESS WAIVER FORM

Please complete and email to julie@dyneusa.com or fax to (651) 917-0646

As a customer of Dyne Technologies LLC ("Dyne") we are requesting access ("Electronic Services") to our testing results through a secure link through the Dyne Technologies website. Dyne realizes the test results may be confidential and has set up this web access on a secure website using unique user identification logon and password(s).

Company Requesting Web Access: _____

Name of Person to be Given Access: _____

We will be responsible for the confidentiality and use of our identification code(s) and password(s). We agree not to hold Dyne liable for any damages of any kind resulting from our decision to disclose our identification code(s) and password(s) to any third party, including, but not limited to, entities that aggregate information or website content, or persons who are or claim to be acting as our agent or proxy. If we inform Dyne, or Dyne has reason to believe that the security of our password may be or has been compromised, Dyne has the right to terminate our use of Electronic Services. We agree immediately to notify Dyne if we become aware of:

- The termination of one of our employees who has electronic access to our test results or
- Any loss or theft of our identification code(s) and password(s) or
- Any unauthorized use of any of our identification code(s) and password(s) or of the Electronic Services or any Test Results

Disclaimer of Warranties. There is no warranty of merchantability, no warranty of fitness for a particular use and no warranty of non-infringement. There is no other warranty of any kind, express or implied, regarding any aspect of Dyne Technologies LLC's electronic services (including, but not limited to, test results access).

Limitation of Damages. Dyne Technologies LLC will not be liable under any circumstances for any consequential, incidental, special or indirect damages even if we advised of the possibility of such damages. This includes but is not limited to claims for lost profits. As a condition to accessing or receiving the test results, we expressly agree to waive any claim we may have against Dyne Technologies LLC, or any other person involved in transmitting any test results Dyne makes available to us.

By accessing or receiving test results we agree that the liability arising out of any legal claim (whether in contract, tort or otherwise) of Dyne Technologies LLC or any other persons involved in transmitting the test results or in any way connected with Dyne's electronic services or test results will not exceed the amount we originally paid for the test results made available to us through Dyne Technologies' electronic services.

We have read, understand and agree to the disclaimers and limitations of damages contained in this letter agreement.

Signature of Authorized Company Representative

Company Name

Title

Date