

END USER LICENSE AGREEMENT

1. Under this End User License Agreement (the "Agreement"), Aqueous Solutions LLC ("Aqueous") grants to the user (the "Licensee") a non-exclusive and non-transferable license (the "License") to use The Geochemist's Workbench® software package (the "Software").
2. "Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.
3. "Bill of Sale" is the receipt, invoice, or price quotation prepared by Aqueous that defines the purchase of License by Licensee.
4. "LAN" is an acronym for local area network, which is a network of computers located within a limited area, such as an office building, laboratory, or school. A local area network does not extend beyond a building or cluster of three adjacent buildings and does not include leased telecommunication lines.
5. "WAN" is an acronym for wide area network, which is a network of computers operated for the exclusive use of Licensee over telecommunication lines owned or leased by Licensee.
6. "Concurrent User" is a person who to the exclusion of other persons at a moment in time uses the software in accordance with the terms of this Agreement.

LICENSE PERIODS AND TYPES

7. The Period over which License is granted under this Agreement is "Perpetual", unless the Bill of Sale contains the descriptor "subscription", "annual", "yearly", or the like, or references a specific licensing period, in which case the Period is "Subscribed".
8. The Type of License granted under this Agreement is "Fixed Node", unless the Bill of Sale (1) contains the descriptor "LAN network", "LAN floating", or "LAN network floating", in which case the Type is "LAN Network Floating", or (2) contains the descriptor "WAN network", "WAN floating", or "WAN network floating", in which case the Type is "WAN Network Floating".

LICENSE

9. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with Aqueous. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.
10. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.
11. If the License is of type "Fixed Node", the Software may be loaded onto no more than one computer at a time and moved to another computer no more than three times per year. The computer may be used either (1) by a single person, in which case that person may access the software directly or over a network link, or (2) by more than one person using a computer located in a common work area, in which case those people must access the software directly and not over a network link of any kind. Options (1) and (2) are mutually exclusive and only one option may be selected for the Period of this Agreement.
12. If the License is of Type "LAN Network Floating", the Software may be loaded on any number of computers attached to a single LAN, and may be used by a single Concurrent User.

13. If the License is of Type "WAN Network Floating", the Software may be loaded on any number of computers attached to a single WAN, and may be used by a single Concurrent User.

14. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

15. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

16. Licensee will not make copies of the Software or allow copies of the Software to be made by others, unless authorized by this License Agreement. Licensee may make copies of the Software for backup purposes only.

LICENSE FEE

17. The original purchase price paid by the Licensee will constitute the entire license fee and is the full consideration for this Agreement.

LIMITATION OF LIABILITY

18. The Software is provided by Aqueous and accepted by the Licensee "as is". Liability of Aqueous will be limited to a maximum of the original purchase price of the Software. Aqueous will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.

19. Aqueous makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.

20. Aqueous does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

WARRANTS AND REPRESENTATIONS

21. Aqueous warrants and represents that it is the copyright holder of the Software. Aqueous warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

ACCEPTANCE

22. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on the date of execution of this agreement, or upon installation of the Software, whichever occurs first.

TERM

23. If the Period is Perpetual, the term of this Agreement will begin on Acceptance and continue in perpetuity. If the Period is Subscribed, the term of this Agreement will begin on Acceptance and continue for the subscription interval past that date. An Subscribed License may be renewed for subsequent subscription periods under then-current terms at the sole option and discretion of Licensee.

TERMINATION

24. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to Aqueous.

FORCE MAJEURE

25. Aqueous will be free of liability to the Licensee where Aqueous is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where Aqueous has taken any and all appropriate action to mitigate such an event.

GOVERNING LAW

26. The Parties to this Agreement submit to the jurisdiction of the courts of the State of Illinois for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Illinois.

MISCELLANEOUS

27. This Agreement can only be modified in writing signed by duly licensed representatives of both Aqueous and the Licensee.

28. This Agreement does not create or imply any relationship in agency or partnership between Aqueous and the Licensee.

29. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

30. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

31. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

32. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon Aqueous' successors and assigns.

NOTICES

33. All notices to Aqueous under this Agreement are to be provided at the following address: Aqueous Solutions LLC, 301 North Neil Street, Suite 400, Champaign, Illinois 61820.