

## **SINGLE USER LICENSE AGREEMENT - GWB COMMUNITY EDITION**

1. Under this End User License Agreement (the "Agreement"), Aqueous Solutions LLC ("Aqueous") grants to a single user (the "Licensee") a non-exclusive and non-transferable license (the "License") to use The Geochemist's Workbench® Community Edition software package (the "Software") at no cost to Licensee.
2. "Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.

### **LICENSE**

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6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
7. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.
8. 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 PERIOD**

9. The Period over which License is granted under this Agreement begins when Licensee is provided access to a copy of the software and extends for one year.
10. The Period may at the sole option of Aqueous be extended beyond the original Period for additional Periods of no more than one year, upon download of then-current versions of the software by Licensee.

### **TERM**

11. The Term of this Agreement extends from the date at which Licensee is provided access to the Software for the Period of this Agreement.

### **LIMITATION OF LIABILITY**

12. 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, which is zero dollars. 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.

13. Aqueous makes no warranty in any type or form, expressed or implied, including but not limited to fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.

14. Aqueous does not represent that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws.

#### WARRANTS AND REPRESENTATIONS

15. Aqueous warrants and represents that it is the copyright holder of the Software.

#### ACCEPTANCE

16. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") upon installation of the Software.

#### TERMINATION

17. 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. This Agreement may be terminated at any time and without prior notice at the sole discretion of Aqueous. Nothing in this Agreement shall require Aqueous to renew this License for subsequent licensing periods. Aqueous reserves the right to discontinue licensing of the GWB Community Edition at its sole discretion at any time and without prior notice.

#### FORCE MAJEURE

18. 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

19. 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

20. This Agreement can only be modified in writing signed by both a duly authorized representative of Aqueous and the Licensee.

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

22. 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.

23. 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.

24. 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.

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

#### NOTICES

26. 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.