

END USER LICENSE AGREEMENT

PLEASE READ THIS END-USER LICENSE AGREEMENT (“EULA”) CAREFULLY.

This EULA is a legal agreement between you (either an individual or a single entity) and The Water Research Foundation (“WRF”) governing your use of WRF’s delivered software or remotely hosted software as a service, web-based tools, mobile apps, databases, reports and results, associated media, electronic documentation, as well as printouts of any of the foregoing (collectively “Software”). BY DOWNLOADING, ACCESING, VIEWING, PRINTING, OR OTHERWISE USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU WILL NOT BE PROVIDED ACCESS TO THE SOFTWARE.

1. **GRANT OF LICENSE.** Subject to your ongoing compliance with this EULA, WRF grants to you an individual, single personal, nonexclusive, revocable, non-transferable license to:
 - 1.1. access and use the Software for your personal research, educational, and non-commercial purposes, if the Software is provided as a remotely hosted; and
 - 1.2. download one copy of the Software for your use, if downloading the Software is an option provided to you for own local hosting.

If any end-user documentation is made available to you as part of the Software, you may make only one copy of such documentation, solely for your own use during the term of the EULA, and subject to all other obligations and restrictions governing Software under this EULA.

2. RIGHTS AND RESTRICTIONS.

- 2.1. You may not resell, distribute, rent, lease, lend, publish, or otherwise transfer or make available the Software to others, or otherwise exceed the scope of license expressly granted to you above. Neither any portion of the Software nor this EULA may be transferred to any third party. Only you, and no other party, may access and use the Software through your login or your systems.
- 2.2. You may not modify, copy, reverse engineer, decompile, or disassemble the Software.
- 2.3. **You may not use any aspect of the Software in a manner that interferes with, disrupts, or corrupts the Software or its availability, is offensive or harassing, or in any manner violates the rights of any other person or party, or violates any law.**
- 2.4. This EULA does not grant you any rights in connection with any trademarks, copyrights, trade secrets, or other intellectual property of WRF, except as expressly provided in Section 1.
- 2.5. You agree that WRF may collect and use information gathered from all licensees, including you, on the use of the Software provided as a remotely hosted service. WRF may use this information for any purpose, including but not limited to, monitoring use and utility of the Software; supporting the Software; improving the Software; or developing new services, products, or technologies. WRF will not use this information in a form that reveals your identity as the source of the information. For more information, please see WRF’s Privacy Notice available on WRF’s Website at www.waterrf.org/privacysecurity.

3. **RIGHTS TO DATA.** The Software may include or offer access to data, information, databases, charts, surveys, graphs, maps, tools, utilities, functionalities, and presentations and analyses of data (collectively "Content"). Your license to use the Software includes the right to use the Content embedded in and made available for your use through the Software. If you upload or otherwise enter new Content into the Software, including data you enter to use the Software or the tools and functionality offered by the Software, you understand and acknowledge that such Content you submit will be added to and become a part of, may be combined with other Content in the Software, and may be disclosed to and used by the Software host and other licensees of the Software. Furthermore, and provided that WRF does not identify you as the source of the new Content, WRF will have the right to use such new Content for any purposes whatsoever, whether or not in connection with the Software. Accordingly, you hereby grant WRF a perpetual, irrevocable, fully paid up, unrestricted right and license to use, modify, copy, and make derivatives works of the Content you add or upload to the Software, for any purpose within WRF's business and operations, including by making it available to the host, support providers, and other users and licensees of the Software, and others receiving materials, services, and information from WRF. You represent and warrant that you have the right and authority to upload and enter your Content into the Software and to grant the foregoing licenses, and that doing so does not and will not violate the rights of any person or party.
4. **NO WARRANTY.** THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES. WRF HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND WHETHER RELATING TO THE SOFTWARE OR ANY ASPECT OR COMPONENT OF IT, OR THE WEBSITE THROUGH WHICH IT IS MADE AVAILABLE. WRF EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, AVAILABILITY, UPTIME, ACCURACY OR COMPLETENESS, NONINFRINGEMENT, WORKMANLIKE EFFORT, ABSENCE OF VIRUSES, AND ANY STANDARD OF CONDUCT, ALL WITH REGARD TO THE SOFTWARE, THIS EULA, AND THE PROVISION OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. Some states/jurisdictions do not allow the disclaimer of particular warranties, so the above disclaimer may not apply to you. You may have others which vary from state/jurisdiction to state/jurisdiction.
5. **EXCLUSIVE REMEDY.** IN NO EVENT SHALL WRF BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION OR DATA, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY OF WRF OR ANY SUPPLIER, AND EVEN IF WRF OR OTHERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WRF's entire liability and obligation, if any, and your exclusive remedy, if any, for any matter related to the Software shall be for you to discontinue use of the Software.
6. **THIRD-PARTY SITES AND TOOLS.**
 - 6.1. If the Software is accessed and used via a link to the website of a third party or is provided to you in conjunction with software owned or hosted by a third party, you will be required to familiarize yourself and comply with terms of use, licenses, restrictions, and policies of such third party or their website.

- 6.2. Any links to third-party websites embedded in WRF's website, in the Software, or in the third-party website where the Software is hosted, are not links to WRF or its affiliates. Such links do not constitute WRF's endorsement or affiliation with the software, tools, materials, information, companies, organizations, products, or services displayed on, provided through, or associated with such third-party websites. Links to other websites are provided for your convenience only. You should carefully review the restrictions, terms of use, and privacy policies of all other websites that you visit.
- 6.3. You understand and acknowledge that WRF is not responsible or liable for **any third-party websites, software, tools, content, information, actions, or omissions. All your uses of third-party products and services is at your own risk. Any questions, concerns, or other issues arising from such use can only be communicated directly to the applicable third party.**

7. **ARBITRATION.** Any dispute or claim arising or related to this EULA, its performance, breach, or interpretation (including issues about its validity or enforceability), shall be resolved by final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), decided by one arbitrator selected under such rules. The arbitrator shall be neutral and have a substantial background in software copyright and intellectual property law. The arbitrator shall use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. WRF shall nevertheless be entitled to seek equitable relief in court without the need to arbitrate, to protect its intellectual property rights.

The arbitration shall be held in Denver, CO. Awards shall be final, binding, and non-appealable (except on the minimal grounds required the Federal Arbitration Act or under other applicable law). All awards may be filed for enforcement with one or more courts, state, federal, or foreign having jurisdiction over the party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

8. **CLASS ACTION WAIVER.** Any proceedings to arbitrate or otherwise resolve any dispute under this EULA will be conducted solely on an individual basis. Neither you nor WRF will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.
9. **GOVERNING LAW.** This EULA will be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to its conflicts of laws rules. You hereby consent to the exclusive personal and subject matter jurisdiction and venue of the judicial districts for Denver, Colorado for WRF's equitable relief actions and to enforce arbitration orders. If any provision of this EULA 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 of such provision under other circumstances, or of the remaining provisions of this EULA, which shall remain in full force and effect.
10. **ENTIRE AGREEMENT.** This EULA is the entire agreement between you and WRF relating to the Software and supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Software or any other subject matter covered by this EULA.
11. **COPYRIGHTS.** The Software is protected by copyright and other intellectual property laws and treaties. WRF and/or its licensors own all right and title in and to the copyrights and other intellectual property rights in the Software. The Software is licensed, not sold. WRF reserves all rights not expressly granted in this EULA.

12. **TERMINATION.** This EULA is effective until terminated. WRF may terminate this EULA at any time, with or without cause, and for remotely hosted Software, with or without notice, by discontinuing availability of the remotely hosted Software or terminating or suspending your access to the Software. For Software that you have downloaded, WRF may terminate this EULA at any time, with or without cause, effective immediately on written notice to you. In each such event, your rights under this EULA will terminate automatically without further action. Upon the termination of this EULA, you shall cease all use of the Software and destroy all copies of any Software delivered for your local hosting, and destroy all copies, full or partial, of any printouts associated with or derived from the Software. Any reports or data you obtained through use of the Software during this EULA is yours to keep in perpetuity.

The Water Research Foundation
6666 West Quincy Avenue, Denver, CO 80235
1199 N Fairfax St, Suite 900, Alexandria, VA 22314

END-USER LICENSE AGREEMENT FOR WRF SOFTWARE, Updated 2/26/2024