

The Water Research Foundation software tools End User License Agreement (EULA)

1. **TERMS.** This EULA is a legal agreement between you (either an individual or a single entity) and The Water Research Foundation ("WRF") for WRF's software tools ("Software"), which include computer software and may include associated media, printed materials, and "online" or electronic documentation. An amendment or addendum to this EULA may accompany the Software. By downloading, installing, copying, or otherwise using this software, you are agreeing to be bound by the *Terms* of this EULA. If you do not agree to the *Terms* of this EULA, do not download, install, copy, or otherwise use this software.
2. **LICENSE.** Once you accept this EULA, we will provide you with the ability to download or request a hard copy (if applicable) of such tools. You may use such software tools for their normal and intended purposes for internal non-commercial purposes only. This ability to use WRF's software tools is known as a license. The license is non-exclusive and terminable. We may terminate this license if you or persons within our control fail to abide by all *Terms*.

WRF software updates, modifications, enhancements or new versions, if we provide any to you, will also be subject to this Agreement.

3. **REVISIONS.** We reserve the right to modify, discontinue, delete, or restrict any aspect or feature of our software without notice or liability to you. We also reserve the right to change this EULA at any time and in any manner. We will, however, make commercially reasonable efforts to provide you with prior notice of such alterations.

The most current version of this EULA is available on this page of our website and will replace all previous versions. Your only recourse, if you disagree with our *Terms*, including this EULA, at any time, is to discontinue your use of our software.

4. DATABASE INFORMATION.

- a) You own all your *User Content* you create and maintain or that is reviewing, analyzed or reported through WRF software. We recommend you back up your data regularly. If you lose or damage your data, we are not responsible for that loss. Your inability to recover lost *User Content* shall not be a breach of our *Terms*, including this EULA, or any other agreement we may have with you.
- b) You grant us a royalty-free, nonterminable world-wide license to view, copy, report on, commingle, and otherwise use non-personally identifiable *User Content*, analytics, and statistical information derived from your *User Content* (i) to improve our *Services* generally, (ii) to perform troubleshooting and maintenance, (iii) to advertise our *Services*; (iv) to provide you with reports, analysis, and information; and (v) for any legitimate commercial purposes.
- c) You grant us a royalty-free, nonterminable world-wide license to view, copy, report on, commingle, and otherwise use personally-identifiable *User Content*, analytics, and statistical information derived from your *User Content* to provide you and our other Subscribers with reports, analysis, and information regarding water quality and management issues. For more information, please see our [Privacy Policy](#).

5. **OWNERSHIP.** We own our WRF software tools or have permission to use such tools from our *Business Partners* or licensors. The license granted to you gives you no other rights, title, or interest in our software. Upon termination of this license, you will not maintain any copies of our software, you will destroy all backups and archival copies of such software, and you will certify that you do not have possession of any of our property. The terms of this Appendix A, Section #8 will survive termination of our *Terms* and any other agreement between us.
6. **NO COMMINGLING/SOLICITATION.**
 - a) You may not attempt to develop business through use of any part of our *Intellectual Property* without our prior written authorization.
 - b) You also agree not to, directly or indirectly, present, develop, manufacture, produce, market, sell, or provide any product or service that uses any concepts, formats, presentation methods, terminology and/or other *Intellectual Property* owned by us or that is specifically derived from or attributable to our property anywhere in the world.
 - c) You will not, directly or indirectly, induce or attempt to induce any person not to purchase or use any of our *Services*.
 - d) The terms of this Appendix A, Section #9a, b, and d shall survive the termination of these *Terms* or any other agreement between us.
7. **HARDWARE AND SERVICE.** We do not supply any hardware to you. You are solely responsible for acquiring and maintaining all hardware and software to allow you to access to our software and *Services*. You agree to follow all appropriate operating instructions and procedures that we or third parties may provide. In the event you lose information through network, hardware, software (other than our software) or user error, we are not responsible for retrieving that information.
8. **PERFORMANCE.** You understand and agree that the operation and availability of the systems used to access and interact with our software and *Services*, including, without limitation, computer networks and the Internet, can be unpredictable and may interfere with or prevent access to or operation of such software and *Services*. We are in no way responsible for any such interference or inoperability. Your sole recourse for performance issues that are not resolved to your satisfaction is to terminate this license and stop using our software and *Services*.
9. **BANKRUPTCY.** You hereby agree that in the event you file for bankruptcy or have any involuntary bankruptcy filed against you, with an order for relief being entered, we shall be entitled to relief from the automatic stay of Section 362 of Title 11 of the U.S. Code, as amended, on or against the exercise of the rights and remedies available to us; and you hereby waive the benefits of such automatic stay and consent and agree to raise no objection to such relief. You further agree that we, in our sole discretion, may immediately terminate all agreements we have with you without *Cure Period* by means of a written notice to you in the event that a creditor or other claimant takes possession of, or a receiver, administrator or similar officer is appointed over any of your assets, or in the event that you make any voluntary arrangement with your creditors or become subject to any court or administration order pursuant to any U.S. Bankruptcy proceeding or insolvency *Law*. You will promptly inform us of any intention to file a voluntary petition in bankruptcy or of another's communicated intention to file an involuntary petition in bankruptcy against you.

10. **MATERIAL ERRORS.** WRF's exclusive remedy under this EULA for *Claims* related to WRF software tools is specified in our *Terms*. In the event of a material bug or error that causes the software tools to fail in their intended purpose, WRF may, in its sole and exclusive discretion, repair or replace such software. In this event, WRF may ask you for specific details regarding the material errors encountered or may request return of the software. You are responsible for any costs and expenses you may incur – such as shipping software to WRF.
11. **TERMINATION.** Nothing in our *Terms*, including this EULA, requires WRF to provide ongoing updates, support, or other services related to software tools. Further, WRF may terminate this EULA at any time on written notice to you at your last known address. Notice is effective upon proof of receipt.
12. **SURVIVAL.** In addition to all surviving Sections in our *Terms*, the following Sections, including all subsections, shall survive termination of your *Use* of our *Services* and any other agreement you may have with us: Sections #1, 3, 5, 7, 8, and 9 (as identified in 9d).

Use of WRF software constitutes acceptance of this EULA. Your only recourse, if you disagree with our *Terms*, including this EULA, at any time, is to discontinue your use of our software. If you have any questions about this EULA, please contact info@waterf.org.

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