

**EXHIBIT G**  
**WEBTOOL DELIVERABLES**

Project \_\_\_\_

**Title:**

The following terms govern any Deliverables or Work Product under the Project that consist of software, databases collected and maintained for use with software, interactive web-based tools, resources, reporting, and other information and functionality, all computer programming code, in source code and object code format, and all user and programmer's documentation, manuals, flowcharts, data, databases, and technical documents (collectively, "Webtools").

1. Webtools Launch. As a condition to WRF's disbursement of the final installment of the Project Funds, Sub-recipient shall demonstrate to WRF's reasonable satisfaction that the Webtools are complete and operational, and the website at [insert url] (the "Hosted Site") where the Webtools are hosted is accessible and is operating substantially without error (the "Webtools Launch").
2. Webtools Assurances. Webtools are for all purposes Deliverables and Work Product under the PFA. The terms of this Exhibit G governing Deliverables that are also Webtools are terms in addition to all other terms and conditions in the PFA generally governing Deliverables and Work Product. Accordingly, Sub-recipient additionally represents and warrants that Webtools:
  - a. do not contain any virus, encryption, or any malicious code that corrupts, damages, or interferes with the use or operation of the Webtools, or of any software, database, platform, network, or system used to interface with or access and use the Webtools;
  - b. do not infringe or misappropriate the IP or personal or privacy rights of any other party; and
  - c. substantially conform with the technical specifications and other requirements for the Webtools as described in the Project Plan.
3. Hosting and Maintenance. Sub-recipient will for a period of five (5) years from the Webtools Launch (such five-year term and any extension or renewal thereof the "Webtools Term") provide the following services:
  - a. Sub-recipient shall host the Webtools at [insert url.] (the "Hosted Site"), to accept user traffic directed there from WRF's main member and subscriber login site (the "WRF Users"). All WRF Users shall have unlimited and free right to access and use the Webtools at the Hosted Site throughout the Webtools Term. Users who are not WRF Users and access the Hosted Site and Webtools through other than a WRF subscriber login may be granted access to Webtools in accordance with terms and instructions determined by WRF. All users shall be required to agree, electronically by indicating their agreement online or through other verified and authenticated methods, to the terms of the end user license agreement ("EULA") in the form attached hereto as Schedule 1, before gaining access to Webtools.
  - b. The Hosted Site shall maintain an uptime of no less than 99.9% of the time, not including downtime for scheduled maintenance. Sub-recipient shall reasonably monitor, maintain, and remedy errors in availability and operation of the Webtools, and any Hosted Site downtime. Maintenance and support services for the Webtools and Hosted Site shall be available to WRF

Users via email, chat and/or telephone support on weekdays (not including Federal Holidays), between the hours of [8AM and 6PM CST].

- c. The Hosted Site shall utilize only encrypted connections. Sub-recipient shall at all times use and maintain an SSL certificate issued by [insert] for the Hosted Site.

4. Rights to Webtools and Hosted Site.

- a. Any database provided and maintained, updated, corrected, supplemented, or in any manner modified through use and as part of the Webtools during the Webtools Term shall also be Work Product under the PFA.
- b. All reports generated for WRF Users in their use of the Webtools shall be the property of [the inquiring WRF User].
- c. The brand name for the Webtools service shall be [insert] (“Webtools Brand”). The Webtools Brand and the domain name [insert address of Hosted Site] shall be owned by WRF. WRF shall have the exclusive right to seek trademark registration on the Webtools Brand, and to register the domain name. The look and feel and all other text, graphics, photos, presentations, design, layout of the Hosted Site shall be Deliverables and Work Product, and the exclusive copyright of WRF.
- d. [optional]The Hosted Site shall be branded with the Webtools Brand and with the names, marks, and logos of WRF (collectively with the Webtools Brand, the “WRF Marks”). The Hosted Site shall prominently feature a link to waterrf.org, and any other website directed by WRF. WRF grants to Sub-recipient a limited, restricted, revocable license to display the WRF Marks solely on the Hosted Site, and in all events consistent with WRF’s use requirements and standards associated with the WRF Marks. The Webtools, the Hosted Site, and Sub-recipient’s hosting, support and maintenance services for the foregoing shall meet or exceed the quality, integrity and professionalism standards associated with the WRF Marks. WRF retains the right to monitor use of the WRF Marks and the Hosted Site generally, and to require Sub-recipient to correct any failures to meet WRF’s quality standards associated with the WRF Marks, or to terminate Sub-recipient’s license to display the WRF Marks.

5. Term.

- a. The term of this Exhibit G commences on the Effective Date of the PFA and continues until expiration of the Webtools Term, unless earlier terminated under Section VII of the PFA. Sub-recipient’s obligations and WRF’s rights under the PFA are hereby expressly extended through to the expiration or termination of the Webtools Term, as such PFA terms pertain to Webtools and the subject matter of this Exhibit G.
- b. The Webtools Term may be renewed by WRF’s written notice of renewal to Sub-recipient no later than ninety (90) days prior to any expiration of the then current Webtools Term.
- c. In preparation for any expiration or non-renewal of the Webtools Term and of this Exhibit G, Sub-recipient shall reasonably assist WRF in transitioning the provision of the Webtools and all aspects of the Hosted Site to WRF and/or its designee, shall ensure that all current copies of Webtools and related Work Product are delivered to WRF and no such copies remain with Sub-recipient, and in all other respects shall comply with the requirements of the PFA as they pertain to Deliverables and Work Product.

**SCHEDULE 1 TO EXHIBIT G**  
**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 software, web-based tools, mobile apps, databases, reports, 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 MAY NOT ACCESS OR USE THE SOFTWARE.

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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. Neither the 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.
  - 2.2. You may not copy, reverse engineer, decompile, or disassemble the Software.
  - 2.3. 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.
  - 2.4. You agree that WRF may collect and use technical information gathered as part of any support services provided to you. WRF may use this information for any purpose, including but not limited to improve our Software or to provide customized services or technologies to you. WRF will not disclose this information in a form that personally identifies you. For more information, please see the WRF Privacy Notice available on the WRF Website at [www.waterrf.org](http://www.waterrf.org).
3. 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 OF 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, WORKMANLIKE EFFORT, LACK OF VIRUSES, AND LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, 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.

4. 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 ANY DEVELOPER 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.
5. LINKS TO THIRD PARTY SITES. The Software and the website where it is accessed may contain links to third party sites. Such links do not imply an endorsement or affiliation with the materials, information, companies, organizations, products, or services displayed or associated with such third-party sites. Links to other websites are provided for convenience only. You should carefully review the terms of use and privacy policies of all other sites that you visit.
6. 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 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 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.
7. 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.

8. 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.
9. 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.
10. TERMINATION. This EULA is effective until terminated. WRF may terminate this EULA at any time, with or without cause, with or without notice, by discontinuing availability of the Software or terminating or suspending your access to the Software. Your rights under this EULA will terminate automatically without notice from WRF if you fail to comply with any term(s) of this EULA. Upon the termination of this EULA, you shall cease all use of the WRF Software and destroy all copies, full or partial, of any printouts associated with or derived from the Software.

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