

# END USER LICENSE AGREEMENT

Software: iGeoT-GUI  
Version: 1.0  
Date: October 6, 2020  
URL: <http://www.finstlerle-geoconsulting.com/igeot>

This End User License Agreement (“**Agreement**”) is a legally binding agreement between you (“**You**” or “**Licensee**”) and the developers of the iGeoT-GUI software (“**Developer**”) for the use of iGeoT-GUI (“**Software**”), a Graphical User Interface (GUI) that supports the multi-component geothermometer computer programs GeoT and iGeoT, which are licensed separately by The Regents of the University of California, Department of Energy Contract-Operators of the Ernest Orlando Lawrence Berkeley National Laboratory. A separate GeoT and/or iGeoT license and the GeoT/iGeoT software itself must be obtained from Berkeley Lab for the iGeoT-GUI software product to function.

- 1. Acceptance.** Downloading, installing, using, or copying of the Software by You indicates Your agreement to be bound by the terms and conditions of this Agreement.
- 2. License Grant.** Developer grants You a non-exclusive, non-transferrable, royalty-free perpetual license to install and use of the Software subject to the following terms and conditions:
  - a. You may use the Software solely for your own internal use.
  - b. The Software may be used on computers owned or leased by You; You may not share, distribute, lend, lease, loan, sublicense, distribute, transfer, or otherwise make available the Software to any third party.
- 3. No Guaranteed Maintenance or Support.** Developer will provide help with the Software on a case-by-case basis and at his sole discretion, and is under no obligation to:
  - a. Provide maintenance or support for the Software.
  - b. Notify You of bug fixes, patches, updates or upgrades of the Software; it is at the sole discretion of the Developers to make available updates or upgrades of the Software, which shall be deemed incorporated into the Software and subject to this Agreement.
- 4. Warranty Disclaimer.** The Software is supplied “as is” without warranty of any kind, express or implied. Developer:
  - a. Disclaims any warranties, expressed or implied, including warranties of merchantability, fitness for a particular purpose, and noninfringement.
  - b. Does not warrant that the Software will function uninterrupted, that it is error-free, or that any errors will be corrected.

- c. Does not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of the Software.
  - d. Does not represent that use of the Software would not infringe privately owned rights.
- 5. **Limitation of Liability.** In no event will Developer be liable to users or to third parties claiming damages arising from the distribution, use, misuse, inability to use, or performance of this Software and its documentation, for any damages whatsoever, including but not limited to indirect, incidental, consequential, special or punitive damages of any kind or nature, loss of profits or loss of data, for any reason whatsoever, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or otherwise, even if Developer has been warned of the possibility of such loss or damage. In no event shall Developer's liability for damages arising from or in connection with this agreement exceed the amount paid by You for the Software.
- 6. **Indemnity.** You shall indemnify, defend, and hold harmless Developer against any and all claims, suits, losses, damage, costs, fees, and expenses arising out of or in connection with this Agreement. You shall pay all costs incurred by Developer in enforcing this provision, including reasonable attorney fees.
- 7. **Export Controls.** You shall observe all applicable United States and foreign laws and regulations (if any) with respect to the export, re-export, diversion or transfer of the Software, related technical data and direct products thereof, including, without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations. The export of any technology from the United States, including without limitation the Software and related technical data, may require some form of export control license from the U.S. Government and, pursuant to U.S. laws, and failure to obtain any required export control license, may result in criminal liability under U.S. laws.
- 8. **Term and Termination.** The license granted to You under this Agreement will continue perpetually unless terminated by Developer in accordance with this Agreement. Should You breach any term of this Agreement, Your right to the use of the Software will immediately terminate without any notice being given. However, all provisions of this Agreement, with the exception of the License Grant, shall survive termination and will remain in effect. Upon termination of the License Grant, You must destroy any and all copies of the Software.
- 9. **General.** This Agreement shall be governed by the laws of the State of California and the United States.