

GASPurge™ End User License Agreement

IMPORTANT—READ CAREFULLY:

This End-User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity) and B3PE, a Colorado general partnership (“B3PE”) and its licensors and suppliers, including but not limited to, Gas Technology Institute, an Illinois not-for-profit corporation (collectively referred to as “we” or “us” or “our”) with respect to the use of GASPurge™ service (“Service”).

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY SUBSCRIBING TO OR USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT SUBSCRIBE OR USE THE SOFTWARE. YOU MAY REQUEST A FULL REFUND, IF APPLICABLE, BY CONTACTING B3PE AS LISTED IN SECTION 16 (Contact Information).

Your use of (a) the website located at www.b3peapps.com (“B3PE Site”) and (b) services through the B3PE Site (and any updates thereto) (“Site Services”) is governed by the B3PE Terms of Service and its Privacy Policy. This EULA does not govern your use of the B3PE Site, or Site Services.

This EULA governs your access and use of the Service. This EULA gives you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this EULA will not apply to the extent prohibited or limited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, if so, those provisions of this EULA may not apply to you.

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE SERVICE, YOU ARE ACCEPTING AND AGREEING TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH THE ACCESS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OF RESIDENCE TO USE OR ACCESS THE SERVICE AND TO ENTER INTO THIS EULA. YOU REPRESENT AND WARRANT THAT (i) YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO A US GOVERNMENT EMBARGO, OR THAT HAS BEEN DESIGNATED BY THE US GOVERNMENT AS A “TERRORIST SUPPORTING” COUNTRY; AND (ii) YOU ARE NOT LISTED ON ANY US GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.

IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU MUST CEASE ACCESSING OR USING THE SERVICE.

1. **Grant of License.**

Subject to the terms of this EULA, B3PE grants to you a limited, revocable, nontransferable, nonexclusive license (without the right to sublicense) to execute the Service.

2. **Restrictions.**

You agree not to, and you will not permit others to, (a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Service or make the Service available to any third party, (b) copy or use the Service for any purpose other than as permitted in Section 1 (Grant of License), (c) use any portion of the Service on any device or computer that you do not own or control, (d) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Service, or (e) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service (except to the extent applicable laws specifically prohibit such restriction for interoperability purposes, in which case you agree to first contact B3PE and provide us an opportunity to create such changes as are needed for interoperability purposes). You may not release the results of any performance or functional evaluation of any of the Service to any third party without prior written approval of B3PE for each such release.

3. **Automatic Software Updates.**

B3PE may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Service and related services (“Updates”). These may be automatically installed without providing any additional notice or receiving any additional consent. By using the Service, you consent to this automatic update. If you do not want such Updates, your remedy is to stop using the Service. Your continued use of the Service is your agreement to this EULA.

4. **Reservation of Rights and Ownership.**

B3PE reserves all rights not expressly granted to you in this EULA. The Service is protected by copyright and other intellectual property laws and treaties. B3PE and its licensors own the title, copyright, and other intellectual property rights in the Service. The Service is licensed, not sold. This EULA does not grant you any rights to trademarks or service marks of B3PE, its licensors, or suppliers. There are no implied licenses in this EULA.

5. **Consent to Use of Your Feedback.**

You agree that we may collect and use technical information gathered as part of the support services provided to you, if any, related to the Service. We may use this information solely to improve our software products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you. All suggestions, feedback or other content submitted by you to us with respect to the Service (“User Feedback”) shall be our property and you convey all rights to us, including copyright and moral rights, immediately upon submitting such User Feedback. You agree to relinquish all rights and claims to User Feedback. We may use, copy, modify, publish, or redistribute User Feedback for any purpose and in any way without any compensation to you. You also agree that we do not waive any rights to use similar or related ideas previously known to us, developed by our employees, or obtained from other sources.

6. **Term and Termination.**

This EULA and the license granted hereunder are effective on the date you first use the Service and shall continue for as long as you have a paid-up subscription for the Service, unless access to the Service is terminated under this section. Without prejudice to any other rights, we may terminate access to the Service at any time if you fail to comply with any term(s) hereof. You may terminate use of the Service at any time. Upon termination of access to or use of the Service, the license granted hereunder will terminate, however the terms of Sections 2 through 16 (inclusive) will remain in effect, after any such termination.

7. **Warranty Disclaimer.**

To the maximum extent permitted by applicable law, we provide the Service and support services (if any) “AS-IS”. THERE IS NO WARRANTY OR CONDITION OF TITLE, ACCURACY, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SERVICE. WE DO NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICE. WE MAKE NO WARRANTY THAT THE PRODUCT SOFTWARE OR ITS USE WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE. YOU USE THE SERVICE AND ALL OUTPUTS OF THE SERVICE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND WE DISCLAIM) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, RESULTING FROM YOUR USE OF THE SERVICE AND OUTPUTS OF THE SERVICE.

8. **Limitation of Liability**

IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR

ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SERVICE OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY BY US, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE) OUR TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SERVICE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO US FOR THE SERVICE SUBSCRIPTION IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. WE DISCLAIM ALL LIABILITY OF ANY KIND RELATED TO OUR LICENSORS AND SUPPLIERS.

The limitations, exclusions and disclaimers in this EULA shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

9. Confidentiality.

“Confidential Information” shall mean the Service and all other information disclosed to you that we characterize as confidential at the time of its disclosure either in writing or orally, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times, both during the term hereof and for a period of at least two (2) years after termination of this EULA. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without our prior written consent. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You shall notify us in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this EULA and will cooperate with us in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, to the extent permitted by law and prior to such disclosure, you will (i) immediately notify us prior to such disclosure to allow us an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with us in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements. For the avoidance of doubt, nothing in this Section 9 (Confidentiality) shall provide you with additional rights nor limit your obligations with respect to the use of the Service, including, but not limited to, your obligations under Section 2 (Restrictions).

10. Governing Law; Venue.

The courts in some countries will not apply U.S. law to some types of disputes. If you reside in one of those countries, then where U.S. law is excluded from applying, your country’s laws will apply to such disputes related to these terms. Otherwise, you agree that this EULA, and any claim, dispute, action, cause of action, issue, or request for relief arising out of or relating to this EULA, will be governed by the laws of the State of Illinois, U.S.A., without regard to conflicts of laws principles. You also agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply. You agree that regardless of any statute or law to the contrary, any cause of action against us arising out of or related to the Site or the Services must commence within one (1) year after the cause of action accrues or such cause of action shall be permanently barred. Any action or proceeding relating to this EULA must be brought in a federal or state court located in Chicago, Illinois U.S.A. and each party irrevocably submits to the

jurisdiction and venue of any such court in any such claim or dispute, except that we may seek injunctive relief in any court having jurisdiction to protect its intellectual property or Confidential Information.

11. Assignment.

Neither the rights nor the obligations arising under this EULA are assignable by you, and any such attempted assignment shall be void and without effect. No assignment of the Intellectual Property Rights associated with the Service, the B3PE Site, or any of those owned by B3PE, its licensors, suppliers, or others are made or implied.

12. Notices.

Any notice to you may be provided by email to the address that you registered with us. Any notice to us may be provided to the email or address listed in Section 16 (Contact Information).

13. Entire Agreement/Severability.

This EULA represents the entire agreement between you and us with respect to the Service and its terms supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Service or any other subject matter covered by this EULA. If any provision of this EULA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

14. Waiver.

All waivers by us will be effective only if in writing. Any waiver or failure by us to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15. General.

This EULA is deemed irrevocably accepted upon your use of the Service. We will have no responsibility to provide maintenance or support services with respect to the Service. The parties are independent contractors, are not joint venturers or partners and have no employer-employee relationship.

You acknowledge that the Service contains valuable trade secrets and proprietary information belonging to us, that any actual or threatened breach of Section 2 (Restrictions) of this EULA will constitute immediate, irreparable harm to us for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. To the maximum extent permitted by applicable law, you hereby release and waive all claims against us, our licensors and suppliers, from any and all claims, expenses, costs, damages or penalties of any kind arising out of or relating to the Service.

We reserve the right to amend, revise, modify, or change this EULA at any time for any reason. You will be required to accept the amended, revised, modified, or changed EULA in order to continue to receive access to the Service.

16. Contact Information.

If you have questions regarding this EULA, please contact us at help@b3pe.com or by writing to us at:

**GASPurge EULA
Bradley B Bean PE
419 East Columbia Street
Colorado Springs, CO 80907
USA**