TERMS OF USE AGREEMENT

Introduction:

GASCalc™, its options, and supplements are provided on a Subscription basis under the terms and conditions described herein, which may be amended at any time at the Developer's sole discretion. One paid-in-full Subscription entitles one User to access the program. Subscriptions must be renewed on an annual basis. An internet connection is required to verify the Subscription and provide updates and upgrades.

Definitions:

The following definitions shall apply to these Terms Of Use:

Agreement shall mean this document;

Developer shall mean B3PE LLC;

Software shall mean the GASCalc program version 6.0 and newer, documentation, and any associated options, enhancements, or supplements;

Subscription shall mean an allowance to access the Software;

User shall mean the individual or organization purchasing the Subscription, the individual or organization employing the persons to be using the Software, the individual or organization otherwise responsible for the administration of the Software, or any affiliate thereof.

Terms of Use:

By installing the Software, the User consents and agrees to the terms of this Agreement. If the User does not agree to the terms of this Agreement, the User is not obligated to install the Software and may request a refund of the Software purchase or renewal cost (only) for the current Subscription.

By use of the Software, the User consents and agrees to accept full responsibility for the use of the Software, including interpretations, conclusions, or decisions based on any results derived from the Software; any claims resulting from the use, accidental misuse, or intentional misuse of the Software by the User.

The Developer neither assumes nor incurs any explicit or implied responsibility or liability for conclusions or decisions made by the User based on values produced or derived from the Software and makes no warranty or claim as to the fitness for use of the Software for any specific purpose other than those described and referenced in the accompanying documentation.

The Software is not sold; it is provided on a licensed basis via the Subscription. Purchase of one Subscription provides authority for one User to access the Software, updates, upgrades to the Software, and certain technical support for a period of one year from the purchase or renewal date. Continued use of the Software requires payment of the annual subscription renewal fee on or before the anniversary date of the original purchase (activation) date.

Ownership of the Software and any associated intellectual property and rights remain with the Developer.

Certain User information will be collected and stored by the Developer. By using the Subscription, the User consents to the Developer's use of this information to verify and maintain the Subscription and provide certain communications and notices to the User.

Technical support for using the Software, as provided by the Subscription, shall be limited to communication by telephone or email.

No Warranty:

The Software is provided "as is," "with all faults," "as available," and without warranties of any kind. Use of the Software is at the User's own risk. The Developer does not warrant that the Software is secure, error-free, complete, accurate, that its methods or results are correct, except to the extent that if a method used by the Software is derived from a reference which provides benchmark data and results, best efforts have been made to ensure that the Software results reasonably match the documented benchmarked results.

Additional Terms:

Any additional terms or conditions contained in any purchase order, purchase agreement, service agreement, or other contractual agreement concerning the Software, as may exist between the Developer and the User, will remain in effect only so long as the required subscription, maintenance, or other contractual fees are current and paid in full. Any and all additional terms and conditions shall be null and void, considered ineffectual, and not binding upon failure to pay any said fee.

General:

This Agreement shall complement and be considered a part of any other purchase or service agreement concerning the Software as may exist between the Developer and the User. Conflicts between adjacent agreements shall not affect or invalidate the non-conflicting parts of this Agreement.

Revised: March 12, 2024