

END USER LICENSE AGREEMENT AND WARRANTY DISCLAIMER for The Reactor Lab software and its documentation and affiliated web servers and web sites at ReactorLab.net, ReactorLab.org and ReactorLab.com

Welcome to The Reactor Lab software and its documentation and affiliated web servers and web sites at ReactorLab.net, ReactorLab.org and ReactorLab.com (collectively referred to here as "the Lab"). The persons involved with creating and operating the Lab including as applicable its authors, copyright holders, employees, volunteers, officers, directors, owners, operators, and contributors are collectively referred to here as the Lab's "Affiliates." Read this End User License Agreement and Warranty Disclaimer ("Agreement") and its terms and conditions carefully. If you agree to all terms and conditions, then proceed to install and use the Lab. If you disagree with anything in this document, then do not install or use the software. A copy of this Agreement is located inside the main Lab disk folder (disk directory) for you to refer to later. If at anytime you disagree with any of the terms and conditions, then stop using the Lab and delete all of your copies of the Lab.

1. LICENSE:

By agreeing with and accepting the terms and conditions in this Agreement, you are granted a non-exclusive license to use the Lab for educational purposes. Your use of the Lab indicates your acceptance of the terms and conditions of this Agreement.

This Agreement may be modified upon written notice to you, including notice via the Lab's Internet communications features described below.

You agree that you shall only use the Lab in a manner that complies with all applicable laws in the jurisdictions in which you use the Lab, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.

You may distribute copies of the Lab's distribution file, which contains this Agreement, to others at no charge to them. Instructors who are using the Lab in their courses may post the Lab's distribution file, which contains this Agreement, on their web http or ftp sites in order to distribute it to their students at no charge.

Title, ownership, rights, and intellectual property rights in and to the Lab shall remain with the appropriate Lab Affiliates. The Lab is protected by the copyright laws of the United States and international copyright treaties.

2. LICENSE RESTRICTIONS:

You may not use the Lab in any way to provide, or as part of, any commercial service or activity with the exception that you may use it for educational purposes as an instructor or student at an educational institution. You may not use the Lab to design, construct, modify, or operate real reactors or other real processes or real process systems. You may not sell, rent or lease the Lab to anyone. You may not distribute copies of the Lab or its components in the absence of this Agreement to anyone. You may not modify, reverse engineer, decompile, or disassemble the Lab or create derivative works based upon the Lab. You may not cover or remove any labels, trademarks, notices of authorship or copyright notices which are displayed by the Lab or which appear in images of the Lab. Any forbidden use shall immediately terminate your license to use the Lab.

3. DISCLAIMER OF WARRANTY AND LIABILITY:

The Lab and its software, documentation, services and content are provided "as is" and "as available" without warranty of any kind. To the maximum extent permitted by applicable law, the Lab and its Affiliates and distributors further disclaim all warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, and noninfringement of any third party intellectual property rights. The entire risk arising out of the use or performance of the Lab software, documentation, services and content remains with you. To the maximum extent permitted by applicable law, in no event shall the Lab or its Affiliates or distributors be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the Agreement or the use of or inability to use the Lab or any of its components or services, even if the Lab or its Affiliates have been advised of the possibility of such damages. The Lab and its Affiliates and distributors do not endorse, warrant, or guarantee any content supplied by third parties which may be provided by or through the Lab for your convenience.

A variety of errors are inherent in numerical methods, including those used in the Lab to compute the information displayed, recorded, and communicated by the Lab. Accidental errors may also be present in the Lab and, therefore, in its disk file operations and in the information displayed, recorded and communicated by the Lab. Not all of the input combinations allowed in the Lab can be achieved in real systems, and not all of the simplifying specifications would hold in real systems for all allowed input combinations.

4. INDEMNIFICATION:

You agree to indemnify and hold the Lab and its Affiliates and distributors harmless from any claim or demand made by any third party due to or arising out of your use of Lab, your connection to the Lab, your violation of this terms and conditions in this Agreement, or your violation of any rights of another. If you are importing the Software from the United States, you shall indemnify and hold the Lab and its Affiliates harmless from and against any import and export duties or other claims arising from such importation.

5. TERMINATION:

Your only right with respect to disagreement or dissatisfaction with any policies, guidelines, practices, services or content of the Lab is for you to discontinue using the Lab. The Lab and its Affiliates may terminate or temporarily suspend your access to all or any part of the Lab without notice. The Lab and its Affiliates may discontinue operating and terminate this Agreement without notice at any time for any reason in their sole discretion. This Agreement will automatically terminate if you fail to comply with any term hereof. No notice shall be required from the Lab to effect such termination. You may also terminate this Agreement at any time by discontinuing your use of the Lab.

6. ABSENCE OF FEES, CHARGES, PAYMENTS:

The Lab is distributed free of charge and there are no fees charged by the Lab or its Affiliates for using the Lab. You have not paid any money to the Lab or its Affiliates in order to obtain and use the Lab, whether you downloaded the Lab from its affiliated web sites, or whether you obtained it on the CD-ROM supplied with the book "Elements of Chemical Reaction Engineering" by H. S. Fogler and published by Pearson Education, Inc. through its Prentice Hall Professional Technical Reference

imprint which is distributing the Lab at no charge for your convenience, or whether you obtained the Lab by any other means.

The user is responsible for providing all hardware, software, telephone or other communications equipment and/or service to use Lab and to connect to the Internet in order to use the Lab. The user is responsible for all Internet access charges, telephone charges or other fees or charges incurred in connecting to the Internet while using the Lab.

Imaginary \$ are used to score responses in quizzes in order to teach that economics should be taken into account when designing and performing experiments. Real \$ are not involved in the Lab. Neither the Lab nor any of its Affiliates will make any payments to you, monetary or otherwise, under any circumstances.

7. TECHNICAL SUPPORT

The Lab and its Affiliates are not required to provide technical support services to you but may do so on a voluntary and "as available" basis. Send requests for technical support services via email to support@reactorlab.net.

8. EXTERNAL LINKS

The Lab provides links to external sites operated by independent site owners. These links are provided as a convenience to the user and do not imply endorsement by the Lab or its Affiliates or permission by the site owners. The Lab and its Affiliates shall not be held liable for the accuracy or appropriateness of any external links or their content.

9. INTERNET COMMUNICATIONS FEATURES:

The Lab contains components that perform a variety of communications over the Internet as part of their normal operation. Some communications features may be enabled by default. When you choose to work "on line," the Lab automatically communicates over the Internet with its associated servers in order to check for and to download updates to the Lab software such as replacement of missing files, new versions of existing files and new files, and obsolete files may be deleted as a result of such updates. This Agreement applies to all changes in the software which occur through these updates. Logs of the Lab's files which are accessed and the time of access and exit may be transmitted to the servers. No personally identifying information is transmitted. You are responsible for any telecommunications or other connectivity charges incurred through use of the Lab when working "on line."

10. PRIVACY:

No personally identifying information is transmitted to the Lab's web servers by the Internet communications features of the Lab. Neither the Note Pad, nor the user name entered in the Budget Report are communicated to the Lab's web servers. Information which you submit in the Lab's conference room(s) or message board(s) can be viewed by all users of the Lab. Do not submit personally identifying information in the Lab conference room(s) or message board(s). As in all communications over the Internet with any software, such as when you view any web site with any web browser, the Internet Protocol address of the computer you are using is transmitted to the Lab's web servers so that information can be returned to your computer.

11. CONFERENCE ROOMS AND MESSAGE BOARDS:

The Lab contains or may contain conference rooms ("rooms") and message boards ("boards"). Much of the content of the rooms and boards, including the content of specific postings, is provided by and is the responsibility of the person posting in that room or board. The Lab and its Affiliates do not monitor the content and take no responsibility for such content. Instead, the Lab merely provides access to such content as a service.

By their very nature, conference rooms and message boards may carry offensive, harmful, inaccurate or otherwise inappropriate material, or in some cases, postings that have been mislabeled or are otherwise deceptive.

The Lab and its Affiliates do not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any communications posted in the rooms and boards or endorse any opinions expressed. You acknowledge that any reliance on material posted in the rooms and boards will be at your own risk.

The Lab and its Affiliates do not control the information delivered to the rooms and boards, and have no obligation to monitor the rooms and boards. However, the Lab and its Affiliates reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, for any reason whatsoever, in their sole discretion.

All information submitted to rooms and boards are public communications and, therefore, others may read your communications without your knowledge. Do not submit any confidential or personally identifying information to the rooms and boards. None of the Lab's Affiliates will ask you for personally identifying information in the rooms or boards. Do not believe any message submitted to the rooms or boards by someone who claims they are affiliated with the Lab and who asks you for personally identifying information. Do not reply to such a message and report it immediately to support@reactorlab.net.

You agree that you are responsible for your own communications and for any consequences thereof. You agree to use the rooms and boards only to send and receive messages and material that are legal, proper and related to the purpose of the particular room or board.

12. GENERAL:

This Agreement constitutes the entire agreement between you and the Lab and the Lab's Affiliates and governs your use of the Lab, superseding any prior agreements between you and the Lab and its Affiliates. This Agreement and the relationship between you and the Lab and its Affiliates shall be governed by the laws of the State of California without regard to conflicts of law provisions, and you hereby consent to the exclusive jurisdiction of the state and federal courts sitting in the State of California. The failure of the Lab and its Affiliates to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Lab must be filed within one year after such claim or cause of action arose or be forever barred.

Copyrights to the documentation and certain portions of the software are held by Richard K. Herz.
Copyrights to certain portions of the software are held by the Regents of the University of California.
Portions are copyrighted by LiveCode Limited, All Rights Reserved Worldwide.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.