

## **CRT SOFTWARE USE POLICIES**

### **Software Use License (Subscription)**

CRT Software is licensed for single computer use (by any local user of that computer). A node-locked Software Use License key is required for full-use of the software.

### **License Term**

Software Use License Terms are typically 12 months; however, other durations may be arranged. Partial Term Licenses of 30 or 60 days are issued according to the License Delivery Schedule below.

### **Program Delivery**

Internet download instructions for the program(s) are provided to interested customers at the time of product inquiry. The downloaded software installs in a limited-use or demonstration mode.

### **Generating a Software Use License**

- Customers submit their client (computer) information via email. The installation process directs the customer through this procedure.
- Upon validation of payment (see License Delivery Schedule) a Software Use License key is emailed to the customer.

### **License Delivery Schedule**

The delivery of the Software Use License varies based on payment:

- *Contractual Work:* A Software Use License included in a Statement of Work (SOW) will be delivered according to the specifications of the SOW.
- *Check or Money Order:* A Partial Term 30-day Software Use License will be issued upon receipt of a Check or Money Order. Upon expiration of the Partial Term a new Software Use License will be issued completing the remainder of the Paid License Term.
- *Purchase Order:* A Partial Term 30-day Software Use License and an Invoice will be issued upon receipt of a company Purchase Order. Upon Payment of the Invoice a new Software Use License will be issued completing the remainder of the Paid License Term.
- *Credit Card Order:* A Partial Term 30-day Software Use License will be issued upon receipt of a Credit Card Payment. Upon expiration of the Partial Term a new Software Use License will be issued completing the remainder of the Paid License Term.

### **Cancellation Policy**

- Customers are entitled to a Full Refund if they have not been issued a Software Use License at the time of the cancellation request.
- Customers are entitled to a Partial Refund if they have only been issued a Partial Term License at the time of the cancellation request. The refund percentage is calculated via the following formula:  $Refund \% = 1 - (2 * P / T)$   
Where P is the length of the Partial Term and T is the length of the Term ordered.
- Customers are not entitled to a refund if they have received a Software Use License for the complete Paid Term.

Cancellation requests must be received in writing. Refunds will be issued within 6-8 weeks and will be in the same form as how they were paid.

## CRT SOFTWARE TERMS OF USE AGREEMENT

By using software of Connecticut Reserve Technologies, Inc. (CRT); you agree to the following terms and conditions. If you do not agree with such terms and conditions; do not use the software.

The export and re-export of CRT software products are controlled by the United States Export Administration Regulations and such software may not be exported or re-exported to Cuba; Iran; Iraq; Libya; North Korea; Sudan; or Syria or any country to which the United States embargoes goods. In addition; CRT software may not be distributed to persons on the Table of Denial Orders; the Entity List; or the List of Specially Designated Nationals.

By downloading or using a CRT software product you are certifying that you are not a national of Cuba; Iran; Iraq; Libya; North Korea; Sudan; or Syria or any country to which the United States embargoes goods and that you are not a person on the Table of Denial Orders; the Entity List; or the List of Specially Designated Nationals.

**DISCLAIMER OF WARRANTIES: YOU AGREE THAT CRT HAS MADE NO EXPRESS WARRANTIES TO YOU REGARDING THE SOFTWARE AND THAT THE SOFTWARE IS BEING PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. CRT DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SOFTWARE; EXPRESS OR IMPLIED; INCLUDING; WITHOUT LIMITATION; ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE; MERCHANTABILITY; MERCHANTABLE QUALITY OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. Some states or jurisdictions do not allow the exclusion of implied warranties; so the above limitations may not apply to you.**

**LIMIT OF LIABILITY: IN NO EVENT WILL CRT BE LIABLE TO YOU FOR ANY LOSS OF USE; INTERRUPTION OF BUSINESS; OR ANY DIRECT; INDIRECT; SPECIAL; INCIDENTAL; OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT; TORT (INCLUDING NEGLIGENCE); STRICT PRODUCT LIABILITY OR OTHERWISE; EVEN IF CRT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; so the above limitation or exclusion may not apply to you.**