Carrier eDesign Suite Software License Agreement (USA)

INSTRUCTIONS FOR FILLING OUT THIS LICENSE AGREEMENT

This form can now be completed and signed electronically using Adobe Acrobat Reader. Instructions for electronically signing this document are below.

1) **NEW USERS:** Fill out top portion of the agreement. Please include the name of a contact person within your company, and appropriate phone number and e-mail address.

EXISTING USERS: Fill out the Customer Company Name item in the top section of the agreement along with your Customer number, and any other of the items which may have changed since your original license agreement.

2) In the order form section of the license mark the quantity of each program you wish to license or add to your existing licenses.

3) Use the Discount Code section at right to determine if any discount codes apply. If so, enter the appropriate code in the lower left below the table.

4) Multiply quantity by first year license fee (or discounted fee if applicable) and place result in the Total Fee column (lines 1 through 6).

5) Note the renewal fee shown in the far-right column will be billed on each anniversary of the license to extend the license for another year.

6) Add the amounts in the Total Fee column for lines 1 through 6. Enter the result on line 7. This is the Total First Year License Fee.

7) Enter the local sales tax rate and amount on line 8. If you are claiming a sales tax exemption, check the box below the table and submit a completed tax exemption form. (***EXISTING USERS:** If you already have a tax exemption certificate on file with Software Systems, check the box, and write 'ON FILE' next to the box*).

Acceptable reasons for sales tax exemption are:

       i) government agency

       ii) qualified educational institution

       iii) es tax

8) Add lines 7 and 8 and enter the amount in line 9. This is the total amount due. **NEW USERS:** Optionally enter the name of your Carrier salesperson and Carrier sales office in the CARRIER SALES OFFICE section.

9) Fill out and sign the bottom section labeled CUSTOMER. **ANY UNSIGNED LICENSE AGREEMENTS WILL BE RETURNED FOR SIGNATURE BEFORE PROCESSING. A SIGNATURE (EITHER <u>ELECTRONIC</u> OR <u>HANDWRITTEN</u>) IS REQUIRED.**

10) If you wish to pay by check, please attach payment in the form of check or money order drawn on U.S. funds, made payable to Carrier Corporation. Please submit the license agreement with payment to the address shown at the bottom left of the license agreement. Normal processing time for orders submitted this way is 1 to 2 weeks.

SOFTWARE DISCOUNT CODES

Certain discounts are available for eDesign Suite Software License fees, depending on the situation. Standard discount codes and their use are explained in this section. **PLEASE NOTE THAT ONLY ONE DISCOUNT CODE MAY BE APPLIED TO A SOFTWARE LICENSE.** Other special discounts may be made available on a limited time basis - their use and coding will be published separately.

EDU80 - EDUCATIONAL INSTITUTIONS

Qualifying educational institutions and professional societies are eligible for an 80% discount on first year license fees. The program must be used for instructional purposes only.
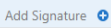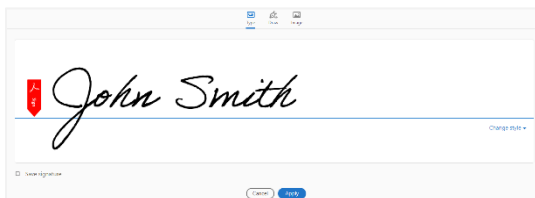
MUL50 – MULTIPLE LICENSES

eDesign Suite program licenses are for 1-10 simultaneous users (10 computers, or 10 network workstations) at a single site. Additional licenses can be added to the original site at 50% of the normal first year license fee for each additional set of 1-10 computers or network workstations. Renewal fees for additional licenses are not discounted. Note that this discount may only be applied to additional licenses for the same program. No prior approval is necessary, although the existence of the prior program license will be verified when the license is processed.

RNS50 - PROGRAM REINSTATEMENT

After terminating the license on an eDesign Suite program, a customer has up to five years to reinstate the program license at 50% of the normal first year license fee for the program in question. Subsequent renewal fees are not discounted. No prior approval is necessary, but the discount validity will be checked when the license is processed.

ELECTRONICALLY SIGNING THE LICENSE AGREEMENT **(**Please download the most recent free version of Acrobat Reader, available <u>here</u>**)**

1. Complete the form as required, filling out all applicable fields.

2. To sign, click on the 🖊 Fill & Sign icon, then click ✒ Sign and select Add Signature ⊕.

3. Select the method for entering your signature. You can either type or draw your signature or insert an image of your signature.

4. Once you've added your signature, click **Apply**.

5. The cursor in the document will change to the signature you just entered in the previous step. Click on the signature line in the form to apply it.

6. **Save** the form and close the application.

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Please see instruction section for assistance in filling out this form.

SHIP TO

Customer Company Name

Street Address

City   State   Zip

Contact Name   Phone Number

Email Address   Customer Number

BILL TO (if different than Ship To)

Customer Company Name

Street Address

City   State   Zip

Contact Name   Phone Number

Email Address   Customer Number

Carrier Corporation ("Carrier") has developed software programs ("Programs"). In consideration of Carrier furnishing the undersigned user ("User") with a copy of a Program, it is agreed between them as follows:

1. Carrier grants User a personal, nontransferable, non-sublicensable, nonexclusive license to use the Program(s) furnished hereunder for a period of one year from the effective date hereof, or until a revision thereof is next issued, whichever time is shorter. If Carrier materially revises a Program within 9 months of the date hereof, Carrier will furnish User a copy thereof for the balance of such one-year period at no additional license fee. This license shall apply to all patches, updates or supplements to the original Program.

2. Each licensed Program is, and shall remain, the sole property of Carrier.

3. The license granted herein is for simultaneous use of the Program by up to 10 users at a single site, either by installing the Program on up to 10 separate computers or by installing on a network server with up to 10 connected workstations accessing the Program.

4. User may not reverse engineer, decompile or disassemble the Program; modify or create derivative works based upon the Programs in whole or in part; remove any proprietary notices or labels on the Program; or resell, lease, rent, transfer, sublicense or otherwise transfer rights to the Program. User acknowledges that no title to the intellectual property in the Program is transferred. All right, title and interest in the Program and the intellectual property rights contained therein shall remain with Carrier. Furthermore, this license does not grant User any rights in connection with any trademarks or service marks of Carrier. The Program shall not be copied, duplicated or reproduced in any form by User except to use the Program under the terms of paragraph 3, or for one back-up/archival copy of the Program. User shall not permit the use of a Program by any persons outside of User's own business operations.

5. The price for the license granted hereunder is, as described below. The duration of the license granted hereunder is a period of one year from the effective date hereof. At the expiration of such period Carrier may grant the User, at Carrier's option, a renewal license for one additional year period. The subsequent

renewal fee, as set forth below, is only an estimate and Carrier reserves the right to set the price for said renewal license at the time of renewal.

6. If the Program does not meet User's needs, full refund will be given provided that the User notifies Carrier within 45 days of the license date.

7. It is recognized that the Program is not intended to produce highly precise or certifiable results or to handle all the factors involved in complex or sophisticated building installations.

8. Carrier may cancel this license immediately if User does not abide by these terms and conditions.

9. User will indemnify, defend and hold Carrier harmless from and against any claims, losses and damages arising on account of the use of the Program or its results by User, User's customers and any other person who may use the Program or any such materials.

USER EXPRESSLY UNDERSTANDS AND AGREES THAT THE USE OF THE PRODUCT IS AT USER'S SOLE RISK. THE PRODUCT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CARRIER AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM CARRIER OR THROUGH OR FROM THE PRODUCT SHALL CREATE ANY WARRANTY WHETHER EXPRESS OR IMPLIED. USER EXPRESSLY UNDERSTANDS AND AGREES THAT CARRIER AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO USER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE OR TANGIBLE LOSSES. USER'S SOLE AND LIMITED REMEDY IS LIMITED TO THE AMOUNT OF MONEY USER PAID FOR THE PRODUCT.

	Program Name	1st Year License Fee (USD)	Qty	Total Fee	Annual Renewal Fee (subsequent years)
1	**Hourly Analysis Program** (peak load calculation & energy analysis)	$1995			$399
2	**System Design Load** (version of HAP with peak load calcs only)	$1055			$211
3	**Engineering Economic Analysis** (1st year waived when licensing HAP)	$125			$25
4	**Building System Optimizer** (energy analysis for schematic design)	$395			$79
5	**Block Load** (peak load calculation)	$650			$130
6	**Refrigerant Piping Design** (refrigerant line sizing)	$125			$25
7		**Total First Year Licensee Fee**			← Add lines 1- 6
8		_____% Local Sales Tax			← Compute local sales tax †
9		**Total Payment**			← Add lines 7 & 8

Discount Code (see instructions): ____ ____ ____ ____ ____

Prices shown above are in US dollars & are subject to change.

† ❑ Please check here and submit a completed tax-exempt form if claiming tax exempt status.

In Witness Whereof Carrier & User has Executed this One-Year License Agreement as Described.

CARRIER SALES OFFICE (information optional)

Carrier Salesperson (please print)

Carrier Sales Office   City/ST/Zip

SIGN HERE PLEASE! ☞

CUSTOMER

Name (please print)   Title

Signature   Date
(if signing electronically, please see instructions)

To Pay by Check

Please attach payment and then submit to:

Carrier Corporation
22359 Network Place
Chicago, IL 60673-1223

To Pay by Credit Card

1. Send the completed order form to Software Systems, via email @ software.systems@carrier.com or fax (860-622-6198)
2. Once your order has been approved, we will provide an invoice number, amount due, and a link to our secured payment site.
3. Follow the instructions on the secured site to submit your payment.