

# E20-II License Agreement (U.S. and Canada only)

## GENERAL HARDWARE REQUIREMENTS

E20-II programs all require a certain minimum level of computer hardware. While some of the programs may actually require less than the levels specified below, their minimum requirements will still be listed as below. Individual programs with requirements beyond the general requirements listed herein will make note of these additional requirements in the Software Systems Price Pages.

### **COMPUTER SYSTEM**

E20-II programs run on MS-DOS and Windows-compatible computers. Unfortunately, this is a poorly defined industry standard. Carrier's implementation of the standard is as follows:

IBM/Intel compatible computer capable of running:  
Microsoft Windows™ 95 or later.  
MS-DOS 5.0 or later.  
640 KB RAM available for MS-DOS  
32 MB RAM minimum for Windows™  
Hard disk drive  
3.5" floppy disk drive and CD-ROM drive  
VGA graphics capability

E20-II software is guaranteed to run on any computer 100% compatible with the above configuration. In the event of hardware and/or operating system compatibility problems, the above system will be the basis for determining Carrier's responsibilities. If the computer in question proves to be incompatible by the preceding definition, User will have the 45 day return policy as a recourse.

### **DISK DRIVE REQUIREMENTS**

E20-II programs require a hard disk or network for proper operation. In addition, either a single 3.5" floppy disk drive or CD-ROM drive must be available for installation purposes. Program installation disks are distributed in either 1.4 MB 3.5" diskette or CD-ROM format.

### **PRINTER REQUIREMENTS**

DOS-based E20-II programs provide two basic types of printed output - textual and graphic - through the parallel interface. Any printer capable of handling the first 128 ASCII characters (ANSI defined) will be capable of printing E20-II textual output. Graphic outputs are available on the following printers (and any printers 100% graphics compatible with these printers): 1) Epson FX, MX, and RX Series 2) Toshiba 1340,1350 3) Hewlett Packard LaserJet II. All printouts are designed for a minimum 8.5" carriage printers, unless otherwise noted for a specific program. Windows-based E20-II are capable of printing both text and graphics to any Windows-standard printer.

### **VIDEO REQUIREMENTS**

Minimum video requirements are VGA or 100% compatible graphics card. Color monitors are strongly recommended, as gray scale substitutions on monochrome monitors may not adequately display contrasting color schemes.

## SOFTWARE DISCOUNT CODES

Certain discounts are available for E20-II 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.

### **EDU85 -EDUCATIONAL INSTITUTIONS**

Qualifying educational institutions and professional societies are eligible for an 80% discount on first year license fees, and a 50% discount on subsequent renewal fees. The program must be used for instructional purposes only, and the discount approved by a Software Regional Sales Manager.

### **MUL50 -NETWORK/MULTIPLE COMPUTERS**

E20-II program licenses are for 1-10 computers 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. 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.

### **SST50 -SECOND SITE LICENSE**

Additional program licenses for a second site may be added at 50% of the normal first year license fee. Renewal fees for second site licenses are not discounted. Once again this discount may only be applied to additional licenses for the same program. No prior approval is necessary, but the discount validity will be checked when the license is processed.

### **RNS50 -PROGRAM REINSTATEMENT**

After terminating the license on an E20-II, 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.

## INSTRUCTIONS FOR FILLING OUT THIS LICENSE AGREEMENT

- 1) **NEW USERS** - Fill out top portion of the agreement with your company name and address. Please note that UPS will not deliver to a P.O. Box. Please include the name of a contact person within your company, and appropriate phone numbers.  
**EXISTING USERS** -Fill out the Customer Company Name item in the top section of the agreement, and any other of the items which may have changed since your original license agreement.
- 2) Use the current copy of the Software Systems Price Page to decide which of the E20-II programs you'd like to license, or add to your existing licenses.
- 3) For each program selected, transfer the program name to one of the lines (1 through 4) in the middle section of the agreement.
- 4) Use the Discount Code section above to determine if any discount codes apply. If so, enter the appropriate code for each program being ordered.
- 5) Calculate and transfer a **DISCOUNTED** price for each program from the Software Systems Price Pages to the First Year License Fee Column.
- 6) For informational purposes only, you should also transfer appropriately discounted renewal fees for each program to the last column. These are the amounts you will be billed on the one year anniversary of the license.
- 7) Add up the amounts in the column under First Year License Fee. Enter this amount on line 5.
- 8) Enter the local sales tax rate and amount on line 6. If you are claiming a sales tax exemption, check the box below line 7 and submit a completed tax exemption form. Acceptable reasons for sales tax exemption are:
  - i) government agency
  - ii) qualified educational institution
  - iii) self-payment of sales tax**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.
- 9) Add lines 5 and 6 and enter the amount in line 7. This is the amount due.
- 10) **NEW USERS** - Have your local Carrier Sales Office fill out the bottom section labeled SALES OFFICE. **THIS IS REQUIRED FOR ALL NEW LICENSES.**
- 11) Fill out and sign the bottom section labeled CUSTOMER. New users can leave the line labeled E20-II User Number blank. Existing users should enter their current E20-II User Number. **ANY UNSIGNED LICENSE AGREEMENTS WILL BE RETURNED FOR SIGNATURE BEFORE PROCESSING. A HANDWRITTEN SIGNATURE IS REQUIRED.**
- 12) Attach payment in the form of check or money order drawn on U.S. funds, made payable to Carrier Corporation. Purchase Orders from Fortune 100 companies or government agencies may also be submitted. Visa or Mastercard payment is possible - please contact Software Systems to arrange.
- 13) Submit license agreement with payment to the address shown at the bottom of the license agreement.
- 14) Normal processing time is 1 to 2 weeks. For quicker turnaround, please contact Software Systems prior to submitting license.

# E20-II License Agreement

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

Customer Company Name \_\_\_\_\_

Street Address (UPS will not deliver to a P.O. Box) \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ FAX Number \_\_\_\_\_

Contact Name (Please print or type) \_\_\_\_\_ e-mail address \_\_\_\_\_

**(OFFICE USE ONLY)**

Effective Date \_\_\_\_\_

Amount Received \_\_\_\_\_

Assigned User Number \_\_\_\_\_

Carrier Corporation ("Carrier") has developed programs, which are recorded on magnetic program disks ("Program Disks"), and instruction manuals ("Instruction Manuals") for such programs; each such program, Program Disks and associated Instruction Manual are hereinafter collectively referred to as a "System". In consideration of Carrier furnishing the undersigned user ("User") with a copy of a System, it is agreed between them as follows:

1. Carrier grants User a nontransferable, nonexclusive license to use the System(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 System 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.
2. Each licensed System is, and shall remain, the sole property of Carrier and shall, if so requested, be returned to Carrier upon the expiration or cancellation of its license.
3. The license granted herein is for simultaneous use of the System on up to 10 computers at a single site.
4. The System shall not be copied, duplicated or reproduced in any form by User except to use the System under the terms of paragraph 3, or for one back-up/archival copy of the Program Disks and Instruction Manuals. (User can purchase additional Instruction Manuals from Carrier for this purpose.) User shall not permit the use of a System 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 System does not meet User's needs, full refund will be given provided that Program Disks, Instruction Manuals, and any binders and discount coupons are returned within 45 days of processing date.

7. It is recognized that the System is not intended to produce highly precise or certifiable results or to handle all of the factors involved in complex or sophisticated building installations. PROGRAMS MAY NOT OPERATE CORRECTLY WITH EQUIPMENT OTHER THAN THAT SHOWN ON THIS LICENSE.

Carrier's sole liability in connection with the System shall be limited to replacing or modifying the System or to returning the license fee paid by User hereunder, at Carrier's option, in the event that the System is defective. NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE GIVEN BY CARRIER AND CARRIER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SYSTEM OR THE MATERIALS FURNISHED HEREUNDER.

In no event shall Carrier be liable to User, its customers or any other persons for any special, incidental or consequential damages of any kind arising out of the use of the System or the furnishing to User of any materials related thereto. User will indemnify, defend and hold Carrier harmless from and against any claims, losses and damages arising on account of the use of the System or its results by User, User's customers and any other person who may use the System or any such materials.

<u>PROGRAM NAME</u>	<u>DISCOUNT CODE</u>	<u>FIRST YEAR LICENSE FEE</u>	<u>SUBSEQUENT RENEWAL FEE</u>
1) _____	_ _ _ _ _ _ _	_ _ _ _ _ _ _	( _____ )
2) _____	_ _ _ _ _ _ _	_ _ _ _ _ _ _	( _____ )
3) _____	_ _ _ _ _ _ _	_ _ _ _ _ _ _	( _____ )
4) _____	_ _ _ _ _ _ _	_ _ _ _ _ _ _	( _____ )
5) <b>TOTAL FIRST YEAR LICENSE FEES:</b>		_ _ _ _ _ _ _	← Add lines 1 through 4
6) _____ % LOCAL SALES TAX:		_ _ _ _ _ _ _	← Compute local sales tax †
7) <b>TOTAL PAYMENT:</b>		_ _ _ _ _ _ _	← Add lines 5 and 6

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

Note: Software will be supplied on 3.5" diskette or CD-ROM as applicable.

## In Witness Whereof Carrier and User has Executed this One Year License Agreement as Described.

**SALES OFFICE (required for new license)**

Sales Person (please print or type) \_\_\_\_\_

Direct or Distributor Office \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**CUSTOMER**

Name (please print or type) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

E20-II User Number (if applicable) \_\_\_\_\_

Please attach payment and submit all copies to:

Carrier Corporation  
P.O. Box 905541  
Charlotte, NC 28290-5541

For assistance please contact: Carrier Software Systems  
Phone: (315) 432-7072  
FAX: (315) 432-6844  
e-mail: software.systems@carrier.utc.com