

## Cop-For-Cop Solutions, LLC Software License Terms

### Randomizer

These license terms are an agreement between Cop-For-Cop Solutions, LLC and you. They apply to the software named above, and the media on which you received it. By using the software, you accept these terms. If you do not accept them, do not open or use the software. Return it to Cop-For-Cop Solutions, LLC for a refund. **A software envelope that has been opened or that does not have an in-tact tamper seal will not be refunded under any circumstances!**

If you comply with these license terms, you have the rights below for each product you purchase.

#### 1. Overview

**a. Software.** The software package includes the Randomizer employee random selection management software, and the necessary operating pre-requisites. The pre-requisites are registered trademarks of Microsoft Corporation, and may or may not be installed on your computer, depending on the software already installed on your computer.

**b. License Model.** The software is licensed on a one copy per precinct basis. You may install multiple copies of the software in one precinct to suit your needs.

**c. Alternative Versions.** The software may include more than one version, such as 32-bit and 64-bit. You may install either or both of these versions in your precinct to suit your needs.

**d. Number of Users.** Only one user may connect to the database at a time.

**e. Third Party Programs.** The software contains third party programs. The license terms with those programs apply to your use of them.

#### 2. Scope of License

You may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software;
- make any copies of the software or publish the software for others to copy; or
- rent, lend, or lease the software.

### **3. Backup copy**

**a. Media.** If you acquired the software on a disc or other media, you may make one backup copy of the media. You may use it only to reinstall the software.

**b. Electronic Download.** If you purchased and downloaded the software online, you may make one copy of the software on a disc or other media in order to install the software on a computer. You may also use it to reinstall the software on the licensed computer.

### **4. Transfer to Another Computer**

You may transfer the software and install it on another computer within your precinct for your use.

### **5. Support Services**

Cop-For-Cop Solutions, LLC provides basic support services for this software. Send an email to [sales@copforcopsolutions.com](mailto:sales@copforcopsolutions.com). This support is limited to knowledge of its' own software and is not intended to diagnose or repair issues with your computer other than the installation and use of the software.

### **6. Limitation on and Exclusion of Damages.**

You can recover from Cop-For-Cop Solutions, LLC and its suppliers only direct damages up to the amount you paid for the software. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to:

-anything related to the software, services, content, including code, on third party Internet sites or third party programs; and

-claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence or other tort to the extent permitted by applicable law.

It also applies even if:

-repair, replacement or a refund for the software does not fully compensate you for any losses; or

-Cop-For-Cop Solutions, LLC knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

## **7. Warranty Details.**

**a. Limited Warranty.** Cop-For-Cop Solutions, LLC warrants that the physical medium on which this software is distributed is free from defects in materials and workmanship, that under normal use the software will perform according to its printed documentation, and lastly, to the best of Cop-For-Cop Solutions, LLC's knowledge, the your use of this Software according to the printed documentation is not an infringement of any third party's intellectual property rights. This limited warranty lasts for a period of 30 days after delivery.

**b. No Other Warranties.** Cop-For-Cop Solutions, LLC makes absolutely no other warranties regarding the software, express or implied, including but not limited to any warranties of fitness for any particular purpose, except as expressly set forth in Paragraph 7.a. above.

## **8. Change of Law / Venue**

Any and all disputes and/or actions arising out of or in connection with the software and/or these Software License Terms shall be resolved exclusively in the State and Federal Courts venued in Bergen County, New Jersey and shall be governed by the laws of the State of New Jersey as applicable to agreements entered into and fully performed within the State of New Jersey.