

Colorado Grants Guide Online License Agreement

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY. BY CONTINUING, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU MAY CONTACT THE COMMUNITY RESOURCE CENTER IMMEDIATELY FOR A COMPLETE REFUND OF YOUR SUBSCRIPTION FEE, BUT YOU ARE PROHIBITED FROM USING THIS SOFTWARE.

1. **THE PARTIES.** Licensor "Community Resource Center" is also referred to as "CRC." "Licensee" means the person, organization, or the Library who has ordered this Product as the result of a gift or contribution, through "group subscriptions," or through other authorized means, and accepts this License Agreement controlling its use.

2. **DEFINITIONS.** The "Database" or "Product" means any and all data and information included in the Colorado Grants Guide, regardless of format, whether in print or in online form. The Database is the intellectual property of and is copyrighted by CRC, and CRC's rights to the Database are fully protected under United States copyright laws.

3. **THE LICENSE.** CRC grants you a single user, nontransferable, nonexclusive right to access the Colorado Grants Guide online. If you are a Library, CRC grants the Library a nontransferable, nonexclusive right to access the Colorado Grants Guide online within the Libraries' buildings, as identified by IP addresses. Please contact CRC for information about network use of this product.

4. This **LICENSE** enables Licensee to:

- browse and conduct searches of the Database;
- print out hard copies of profiles for **INTERNAL PURPOSES ONLY**. Hard copies must retain CRC's copyright information and may not be sold or distributed;
- save electronically a copy of search output that does not contain a significant segment of the Database, to be used for editing or temporary storage for Licensee's **INTERNAL PURPOSES ONLY**. Such output may not be copied, sold, or distributed; and
- permit one **SINGLE USER** at a time on one single computer to access the Database or if a library, permit multiple users within the Library's building to access the Database using multiple computers.

5. Licensee is **PROHIBITED** from:

- selling, leasing, or sharing any registered password;
- transferring the Online Subscription to another person or organization;
- selling, copying, distributing, loaning, leasing, or commercially exploiting the Database;
- creating any derivative work from or incorporating the Database into any other product, modifying, decompiling, reverse engineering, disassembling, or otherwise attempting to recreate the Database or its technology;
- making the Database available through remote access technology, such as through a modem connection, gateway, telephone line, or other means; and
- copying the Database to or in any medium without the express, prior written permission of CRC.

6. **TERMINATION.** This license is effective until terminated. CRC will not refund any part of the license fee if the terms of this license are breached by Licensee.

7. **LIMITED WARRANTY.** CRC warrants only that it has good and merchantable title to and the right to license the Database, and that the Database will perform as described in the user documentation. CRC has collected the information contained in the Database from public and other sources that it believes to be reasonably reliable, and has made reasonable efforts to maintain the security of the Database. However, CRC does not warrant or make representations

- regarding the Database in terms of its correctness, accuracy, reliability, or otherwise;
- that it will be compatible with, or run on, all of Licensee's computer systems;
- that the Database will meet Licensee's requirements;
- regarding the results of Licensee's use of the Database; or
- that Licensee's use of the Database will be uninterrupted or free of errors, or viruses or other instrumentalities beyond CRC's control.

CRC expressly disclaims all other warranties, express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose and merchantability. No oral advice given by CRC or any CRC representative shall increase the scope of this warranty. CRC shall not be liable for special, incidental, consequential, or other damages, lost profits, revenues, time, wages, or data, or for any amount in excess of the actual purchase price of the License, resulting from Licensee's use of the Database.