



Flow Expert Package Service Agreement

This is a legal agreement between you (Customer) and Applied Flow Technology Corporation (AFT). By purchasing a Flow Expert Package (FEP), you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, notify AFT within 30 days of purchase, or prior to obtaining any type of assistance, for a full refund.

WHAT IS PROVIDED

FEP provides consulting services beyond support requests on the installation, upgrade assistance, and functionality of AFT's applications. Under the FEP, an experienced fluid systems engineer will be available, for the number of hours you have purchased, to provide training, modeling, result interpretation, solution recommendation and model verification services. AFT will assign a specific consultant to you, and AFT will use its commercially reasonable efforts to ensure that such specific consultant remains available for consultation by you, subject to the other terms herein.

GENERAL POLICIES

All services under the FEP shall be provided remotely via telephone, videoconference, webinars, etc. (i.e., not on-site at your location). AFT is not responsible for telephone or internet connection charges incurred in connection with your use of the FEP plan. Any telephone call, video conference, webinars, etc. shall be scheduled in advance for a fixed amount of time. As long as AFT's consultant is available for the appointed time, the entire time assigned to each appointment will be counted against your hours purchased, regardless of whether the entire time was used. AFT may limit or terminate the FEP to a customer who uses the service in a fraudulent manner. The FEP is non-transferable and is valid only for the customer who purchased the service.

TIMING

Timing will be counted in discrete periods of 15 minutes. Time spent will include not only a consultant's time interfacing with the customer, but also a consultant's time researching or analyzing an issue (or preparing a resolution thereof) at the customer's request. Further, it may be expedient for the consultant to engage other AFT experts to assist with a customer issue. With the customer's consent the other AFT expert's time will also be counted as time spent on the case.

SERVICE AVAILABILITY

Purchased FEP consulting hours must be used within 90 days from the date of enrollment in the FEP service plan and during normal AFT business hours. Service availability may occasionally deviate from stated hours due to downtime for systems, company events, observed U.S. holidays, and events beyond our control. In certain cases, and especially for customers outside the USA and in significantly different time zones, service may be scheduled outside of AFT's normal business hours. This will be by mutual agreement in each specific case.

PROPRIETARY INFORMATION

Services provided by AFT hereunder are not performed on a "work for hire" basis and therefore the intellectual property rights related to any such services (including any inventions, patentable or otherwise, conceived of by AFT's consultants in connection with the provision of the services) vest in AFT; provided, however, that customer is hereby granted a non-exclusive, perpetual, non-transferable license to use such rights solely for its internal business purposes.

CONFIDENTIALITY POLICY FOR MODEL FILES AND INFORMATION

AFT treats all information received from customers through the FEP program as completely confidential. The content, including any AFT model files, calculations, emails, phone discussions, personal contact information and other technical information, will not be disclosed by AFT to any third party without the customer's consent. A shredder shall be used to dispose of all printed or hand written materials.

LIMITATION OF LIABILITY AND DAMAGES

AFT's maximum liability, and the customer's sole remedy, for any claim arising under the FEP plan will be the refund of an amount not exceeding the plan fee paid by the customer for the period during which the claim arose. Without limiting the generality of any other provision herein, in no event shall AFT be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this AFT service, even if AFT has been advised of the possibility of such damages. Customer acknowledges that the FEP services are not a substitute for independent design and analysis by a qualified engineer.



NO OTHER WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AFT DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE FEP CONSULTING SERVICE.

GOVERNING LAW

These terms will be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any principles of conflicts of laws. The parties expressly exclude (as may be applicable) the application of the U.N. Convention on the International Sale of Goods and the Hague Convention. Customer agrees that any action arising out of or relating to the service provided by AFT will be filed and maintained only in the state or federal courts located in El Paso County, Colorado, and customer hereby consents and submits to the personal jurisdiction of such courts for the purpose of litigating any such action. If any provision of these terms is deemed unlawful, void or unenforceable for any reason, then that provision will be deemed severable from these terms and will not affect the validity and enforceability of any remaining provisions. This is the entire agreement between AFT and the customer relating to the subject matter of these terms, and may not be modified except in a writing signed by both the customer and an authorized representative of AFT.