



## Applied Flow Technology Support, Upgrade & Maintenance Agreement

This is a legal agreement between you (either an individual or entity) and Applied Flow Technology Corporation (AFT). By purchasing a Support, Upgrade & Maintenance (SUM) plan, 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 either support or a software update or upgrade, whichever occurs first, for a full refund.

### WHAT IS PROVIDED

An SUM plan provides technical support, otherwise-planned periodic updates provided either on CD or electronically, and otherwise-planned version upgrades released during the term of the SUM, for a related software license. Software supplied under an SUM plan is provided under the conditions of the Applied Flow Technology License Agreement or Applied Flow Technology International License Agreement, as applicable to the related software license purchase.

### GENERAL POLICIES

AFT reserves the right to limit each telephone call to one hour and to limit each contact (telephone or electronic) to one incident, as defined as a single support issue or question. AFT may also limit or terminate an SUM plan to a customer who uses the service in an unreasonable, excessive, abusive or fraudulent manner. Terms, conditions, support features, procedures, pricing, and support availability for future plan periods are subject to change at any time without notice. Coverage is non-transferable and is valid for the individual covered software license only. The resale or other transfer of any SUM plan rights is strictly prohibited, and will be considered an abuse of the plan.

### DEFINITION OF AN INCIDENT

For purposes of these terms and conditions, an "incident" means (a) a single issue or problem that a customer asks a support representative to analyze or resolve, (b) a product-usage question that involves a single topic on a drop-down menu or one output report, or (c) a single question on a specific modeling topic. The technical support representative will determine how many incidents will be handled during the course of the telephone or electronic contact. An answer to the issue or problem raised may not be possible during any specific contact. Additional contacts related to an issue or problem are considered the same incident.

### INFORMATION CONFIDENTIALITY

AFT will treat all information received from customers through the technical support process as completely confidential and proprietary. The content will not be publicly shared in any way without the written consent of the owner of the data. The content includes any AFT model files, calculations, emails, phone discussions, personal contact information, and any other technical information.

### SERVICE AVAILABILITY

Support is limited to 12 months from the date of enrollment in the SUM 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.

### SUPPORT TOPIC LIMITATIONS

Support is limited to the following areas: installation, upgrade assistance, and functionality, as described in AFT product documentation. AFT will also assist customers with basic connectivity and functional issues for the purpose of using AFT products in conjunction with other software or hardware to the extent necessary to confirm whether such issues relate to equipment or software within AFT's control. AFT shall not be responsible for connectivity or functional issues caused by third-party services, service providers, hardware, or software.

### RENEWAL POLICY

During the term of the SUM plan, subscribers will receive support for an unlimited number of incidents. If a customer exceeds reasonable use of the SUM plan, AFT may, in its sole discretion, choose not to renew a customer's SUM plan after it has expired. If AFT chooses not to renew an SUM plan on the basis of excessive usage, such determination shall not be deemed to preclude customer support from AFT on a pay-as-you-go basis.

### LIMITATION OF LIABILITY AND DAMAGES

AFT's maximum liability, and the customer's sole remedy, for any claim arising under the SUM plan will be the refund of an amount not exceeding the SUM plan fee paid by the customer for the 12-month 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.

Without limiting the generality of the foregoing, AFT is not responsible for telephone or internet connection charges

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incurred in connection with your use of the SUM plan.

#### 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 SUPPORT, SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS.

#### 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.