

AAON ECat License Terms and Conditions

This agreement between Customer, its officers, directors, employees, or agents, and AAON, Inc., 2425 South Yukon Avenue, Tulsa, Oklahoma 74107. AAON grants and Customer accepts a non-exclusive, non-transferable license to use the **AAON Electronic Catalog "AAON ECat"** and **AAON Coil Software "Heat Flow"**. Additional Programs may be included under this license agreement by addendum to this Agreement signed by both parties in the form of Addendum A.

1. Grant of License

Each Program may be used on a single computer or in a networked group of computers which share a common disk drive. The computers on which the programs are stored and/or which are physically connected to the network must be within the physical confines of the business operation.

2. Copyright

The programs are copyrighted by AAON and are AAON's sole property. They may not be copied, duplicated, or reproduced in any form, except to a hard disk, in accordance with the terms listed above, provided that the original may be used solely for backup or archival purposes. The programs contain confidential and proprietary information which is protected by the Copyright Laws of the United States.

3. Restrictions

Customers shall not resell, rent or lease the Programs. Use of the Programs is limited to use within the Customer's business operation. Customers may not reverse engineer, decompile, or disassemble any of the Programs.

4. Warranty and Limitation of Liability

AAON will, upon written notice of defect, repair or replace any items deemed by AAON to be defective, or at AAON's option, terminate the Agreement as of the date of receipt of written notice. The above provision constitutes AAON's sole liability and obligation with respect to the Programs. The Programs whether separately or in combination, are meant only as aids to the building system design and equipment/coil selection and are NOT substitutes for professional design services or advice. AAON accepts NO responsibility or liability for the accuracy, desirability, or suitability of the building HVAC system or any other system designed or installed in reliance on such programs. AAON makes no warranty, in law or in fact, in contract or in tort, express or implied, with respect to the Programs. AAON specifically disclaims all implied warranties, including, but not limited to, MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. In NO event shall AAON be liable for any incidental or consequential damages.

5. Assignment

Any assignment of this agreement by the Customer without the prior written consent of AAON shall be void. Upon Customer's insolvency, receivership, voluntary or involuntary bankruptcy, or the institution of proceedings thereof, any assignment by Customer, AAON shall have the option to terminate this agreement without notice.

6. Severability

If any part or parts of this agreement are held to be invalid, the remainder of this agreement shall continue to be valid and enforceable and shall be construed insofar as possible to achieve the original intentions of the parties hereto.

7. Entirety of Agreement

This agreement and the documents referred to herein contain the full and complete understanding of the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof shall be binding unless agreed to in writing and signed by the parties. Neither the course of conduct between the parties or trade usage shall act to modify or alter the specific provisions of this Agreement. If Customer issues a purchase order, memorandum, or instrument covering the services herein provided, it is hereby specifically agreed and understood that such purchase order, memorandum, or instrument is for Customer's internal purposes only and any and all terms and conditions contained therein, whether printed or written, shall be of no force of effect.

8. Choice of Law

This agreement shall be construed, and the rights and obligations of the parties shall be determined, in accordance with the laws of the State of Oklahoma.

9. Data Collection

AAON reserves the right to collect data associated with the use of the Programs. This includes, but is not limited to; data generated directly from the Programs, user and hardware identifying information, and usage data. Data may be shared with third parties without user consent for any appropriate business use.

